Agenda
City of Cocoa
Regular Meeting

February 10, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 10, 2026.
2. Minutes: Regular Meeting of November 18, 2025.

III. Awards and Presentations:

1. Informational Annual Investment Report for FY2025

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Resolution Amending the FY 2026 Budget, BAF 26-003-A, to provide budget for the currently ongoing Grant projects that were budgeted within FY 2025 and not yet finished, through the use of Fund Balance Reserves and other Revenue Sources.
2. To Approve a Purchase Order and Agreement with S-Works Construction

Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to Remove the Current Transformer, Install and Test a Remanufactured 1000 kVa 3-Ph Padmount Transformer; Approve a Budget Transfer to the FY2026 Budget, BAF#26-043-T; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $15,163.01 for the Total Combined Project Cost of $166,787.00.

3. Approve Task Order 2026-65 under Contract RFQ-20-03-COC with Jacobs Engineering Group Inc. for design, permitting, and bidding services related to the Dyal WTP High Service Pumps Improvements in the amount of $249,836.00.

4. To approve Task Order 2026-63 with Jacobs Engineering Group, Inc. under Contract RFQ Q-20-03-COC in the amount of $156,612.00 for engineering services related to the Dyal Clarifiers 1 & 2 Rehabilitation Project.

5. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2026-2027, for salaries and benefits for the Victim's Advocate Program, in order to provide victim advocate services to crime victims.

6. Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71, Effective August 8, 2023, through August 7, 2026; Authorize a Budgeted Expenditure for these Services not to Exceed $301,958.70

7. 2026 Street Closure time and date changes and additional Street Closure requests.

8. Approve the FY2025-2026 HOME Disbursement Agreement between the City of Cocoa and Brevard County for $369,187.25. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) for $319,299.24 to award funds for the administration of the City's Purchase Assistance Program. Agenda 2026-009 will include the Budget Amendment for HOME on BAF# 26-003-A.

9. Approve Task Order No. 2026-60 to Jacobs Engineering Inc. for Services During Construction for the Elevated Tower Repairs Project (Project DYET22) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $84,868.

10. Award Bid No. B-26-01-COC, Elevated Tower Repair Project (DYET22), to Tank Rehab, LLC., of Jacksonville, Florida, for $1,372,500. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $137,250 (10% of the Contract Amount) for a Total Project Cost of $1,509,750 and approve BAF 26-047-PT transferring funds to this project number.

11. Approve BAF #26-045-T utilizing Water/Sewer Contingency budget to provide funding for Engineering Services from Carollo Engineers, Inc. for Operational Support at Sellers Water Reclamation Facility.

12. Approve a Resolution Amending the FY26 Budget, BAF 26-048-A, to cover expenses for the two (2) new Building Code Enforcement Officers for $11,500 using Building Fund 107 Fund Balance Reserves.

13. Approve a multi-year renewal for VMware Cloud Foundation software licensing in the amount of **$162,573.12 per year for three (3) years** under Sourcewell Contract 121923 with CDW-G, Inc. as well as approve BAF 26-044-T for this year's costs. Authorize the City Manager to execute the renewal and approve future licensing adjustments within the City Manager's purchasing authority and subject to funding availability.
*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

VI. Public Hearings:

1. Ordinance 01-2026 Annexing approximately 46.94 Acres of Real Property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard. (Request to Postpone to February 24th City Council Meeting).

VII. Council Business:

1. City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.

2. Consideration and Approval of the First Addendum to the Development Agreement between Wal-Mart Stores East, LP, and the City of Cocoa, allowing expanded uses at 2700 Clearlake Road, including a convenience store with gasoline pumps, and providing for property conveyance to the City in lieu of previously required right-of-way.

3. Consider the Donation Application for Double Zero Athletics in the amount of $1,000.

VIII. City Business:

IX. Informational Agenda:

1. 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.

2. 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.

3. FY 2026 December Budget Adjustment Report

4. Informational Only - The City of Cocoa's Open Board Vacancies.

5. Bi-Weekly Report for January 9, 2026 - February 5, 2026.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. https://cocoafl.gov/291/City-Meetings or
2. https://www.youtube.com/@CityofCocoaFlorida/streams

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

CITY COUNCIL AGENDA ITEM

Memo Date:	December 3, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1192
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the February 10, 2026 Regular City Council meeting agenda as writtten or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the February 10, 2026 Regular City Council meeting agenda as writtten or with amendments.

Agenda
City of Cocoa
Regular Meeting

February 10, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922
This Agenda may be Amended up until or at the Meeting

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 10, 2026. (2025-1192).
2. Minutes: Regular Meeting of November 18, 2025. (2025-1193).

III. Awards and Presentations:

1. Presentation: Informational Annual Investment Report for FY2025. (2025-1162). (Finance Director)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Resolution Amending the FY 2026 Budget, BAF 26-003-A, to provide budget for the currently ongoing Grant projects that were budgeted within FY 2025 and not yet finished, through the use of Fund Balance Reserves and other Revenue Sources. (2026-9). (Finance Director)

2. To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to Remove the Current Transformer, Install and Test a Remanufactured 1000 kVa 3-Ph Padmount Transformer; Approve a Budget Transfer to the FY2026 Budget, BAF#26-043-T; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $15,163.01 for the Total Combined Project Cost of $166,787.00.Approve a cost increase and a Change Order to Purchase Order 84298 for Ring Power in the amount of $36,768.84 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed $136,768.84. (2026-23). (Utilities Director)

3. Approve Task Order 2026-65 under Contract RFQ-20-03-COC with Jacobs Engineering Group Inc. for design, permitting, and bidding services related to the Dyal WTP High Service Pumps Improvements in the amount of $249,836.00. (2025-1215). (Utilities Director)

4. To approve Task Order 2026-63 with Jacobs Engineering Group, Inc. under Contract RFQ Q-20-03-COC in the amount of $156,612.00 for engineering services related to the Dyal Clarifiers 1 & 2 Rehabilitation Project. (2025-1294). (Utilities Director)

5. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2026-2027, for salaries and benefits for the Victim's Advocate Program, in order to provide victim advocate services to crime victims. (2026-29). (Police Chief)

6. Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71, Effective August 8, 2023, through August 7, 2026; Authorize a Budgeted Expenditure for these Services not to Exceed $301,958.70. (2026-30). (Utilities Director)

7. 2026 Street Closure time and date changes and additional Street Closure requests. (2026-45). (Comm. & Economic Development Director)

8. Approve the FY2025-2026 HOME Disbursement Agreement between the City of Cocoa and Brevard County for $369,187.25. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) for $319,299.24 to award funds for the administration of the City's Purchase Assistance Program. Agenda 2026-009 will include the Budget Amendment for HOME on BAF# 26-003-A. (2025-1051). (Community Services Director)

9. Approve Task Order No. 2026-60 to Jacobs Engineering Inc. for Services During Construction for the Elevated Tower Repairs Project (Project DYET22) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $84,868. (2026-64). (Utilities Director)

10. Award Bid No. B-26-01-COC, Elevated Tower Repair Project (DYET22), to Tank Rehab, LLC., of Jacksonville, Florida, for $1,372,500. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $137,250 (10% of the Contract Amount) for a Total Project Cost of $1,509,750 and approve BAF 26-047-PT transferring funds to this project number. (2026-65). (Utilities Director)

11. Approve a Resolution Amending the FY 2026 Budget, BAF #26-045-T, Providing

Engineering Services from Carollo Engineers, Inc. for Operational Support at Sellers Water Reclamation Facility. (2026-66). (Utilities Director)

12. Approve a Resolution Amending the FY26 Budget, BAF 26-048-A, to cover expenses for the two (2) new Building Code Enforcement Officers for $11,500 using Building Fund 107 Fund Balance Reserves. (2026-69). (Community Services Director)

13. Approve a multi-year renewal for VMware Cloud Foundation software licensing in the amount of $162,573.12 per year for three (3) years under Sourcewell Contract 121923 with CDW-G, Inc. as well as approve BAF 26-044-T for this year's costs. Authorize the City Manager to execute the renewal and approve future licensing adjustments within the City Manager's purchasing authority and subject to funding availability. (2026-31). (Interim IT Director)

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VI. Public Hearings:

1. Ordinance 01-2026 Annexing approximately 46.94 Acres of Real Property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard. *(Request to Postpone to February 24th City Council Meeting).* (2026-88). (Planner)

VII. Council Business:

1. City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant. (2026-68). (City Manager)

2. Consideration and Approval of the First Addendum to the Development Agreement between Wal-Mart Stores East, LP, and the City of Cocoa, allowing expanded uses at 2700 Clearlake Road, including a convenience store with gasoline pumps, and providing for property conveyance to the City in lieu of previously required right-of-way. (2026-32). (Planner)

3. Consider the Donation Application for Double Zero Athletics in the amount of $1,000. (2026-100). (City Clerk)

VIII. City Business:

IX. Informational Agenda:

1. 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. (2026-10). (Finance Director)

2. 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. (2026-11). (Finance Director)

3. FY 2026 December Budget Adjustment Report. (2026-12). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-102). (City Clerk)

5. Bi-Weekly Report for January 9, 2026 – February 5, 2026. (2026-103). (City Manager)

X. Reports:

XI. Adjournment:

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minutes. Only one presentation per person per item shall be allowed.

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CITY COUNCIL AGENDA ITEM

Memo Date:	December 3, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1193
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the November 18, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the November 18, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

November 18, 2025

A Regular City Council Meeting was held on Tuesday, November 18, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:02 p.m.

Mr. Johnny Jordan provided the invocation, and the Emma Jewel Charter Academy students led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Roderick Moore, Deputy Fire Chief; Evander Collier, Police Chief; Katie Ennis, Utilities Director; Samantha Senger, Communications and Economic Development Director; Lorne Stinnett, HR Director; Mitch Lawyer, Interim Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of November 18, 2025. (2025-805).

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Second Budget Hearing of September 16, 2025. (2025-806).

* **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to approve the minutes for the September 16, 2025 2nd Budget Hearing of the City Council as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation: Emma Jewel Charter Academy. (2025-1068). (Emma Jewel Charter Academy)

   The Emma Jewel Charter Academy Step Team put on a performance for the audience.

IV. Delegations:

V. Consent Agenda:

1. Approve a Piggyback Contract Agreement with Connect Consulting, Inc. (CCI) of High Springs, Florida, utilizing the City of Palm Coast Contract No. RFSQ-SWE-25-15, for the provision of Professional Hydrogeological Services associated with Project No. WS1106, in an amount not to exceed $250,000 for Fiscal Year 2026. Further, authorize the City Manager to approve up to two one-year renewals of this agreement, including related task orders and purchase orders, for Fiscal Years 2027 and 2028, each with a renewal amount not to exceed $250,000, contingent upon the adoption of the respective fiscal year budgets and the renewal of the underlying Palm Coast contract. (2025-955). (Utilities Director)

2. Approve Florida Inland Navigation District (FIND) Grant Award BV-CO-25-165, which supports the Lee Wenner Park Day Slips and Revetment Project. Approve a resolution amending the Fiscal Year 2026 (FY26) Budget, Budget Adjustment Form (BAF) #2026-004-A to allocate 50% match funding for $1,494,500 for the Florida Inland Navigation District (FIND) Grant Award BV-CO-25-165, and BAF #2026-004-IFT for $1,494,500 from the Cocoa Community Redevelopment Agency (CRA) to the City's Capital Projects Account. In addition, Approve an Interlocal Agreement between the City of Cocoa and the Cocoa CRA to jointly construct the project improvements. Furthermore, Approve Task Order #2026-14 with Mead & Hunt, based on continuing service agreement Q-23-01-COC-C1, for bidding and construction services related to the project, in an amount not to exceed $164,600. Lastly, authorize the City Manager to execute all related contracts and agreements and to issue the necessary purchase order(s). (2025-977). (Public Works Director)

3. Approve the purchase and installation of HVAC equipment for the Dyal Water Treatment Plant using the Racine County, Wisconsin, OMNIA Partners/Trane Contract No. 3341, effective September 1, 2022, through August 31, 2027. The purchase includes two (2) 10-ton split systems with coil coatings for Building 1 (Filter Gallery), two (2) chilled water air handling units for Building 8 (Ozone), and one (1) 4-ton rooftop unit with coil coatings for Building 11 (Clearwell), in an amount not to exceed $268,481.00. Authorize the City Manager to execute any required agreements. (2025-998). (Utilities Director)

4. Approval of the requested 2026 street closures associated with the proposed Special Events. (2025-1010). (Comm. & Economic Development Director)

5. Approve the Police Department to Apply for the FY2025 Bullet Proof Vest Grant. (2025-1020). (Police Chief)

6. Authorize City Manager to execute a Multi-Year Agreement with Cleargov, Inc for Budget Book and Capital Planning Software Services (FY 2026-2028). (2025-1050). (Finance Director)

7. Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF#25-085-T, IFT, and A to "Shore Up" departmental accounts with negative balances or project budgets, through the use of various budget lines or fund balances. (2025-1054). (Finance Director)

8. Approve a Resolution Amending the Fiscal Year 2026 Adopted Budget, BAF 26-001-A1 and A2, for the Purchase Orders that need to be rolled over to Fiscal Year 2026. In addition, approving a Transfer, BAF 26-015-T, utilizing funds from Contingency, to the Emergency Services Division, for the procurement of administrative services to assist with reimbursement and close-out of projects from Hurricanes Irma, Ian, Nicole, and Milton. (2025-1058). (Finance Director)

9. PZ 25-03000005 Unity of Title: Oxbow Lots 26, 35, & 36 (3092 Oxbow). (2025-1060).

(Planner)

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. 2025 City of Cocoa Evaluation and Appraisal Report (EAR) Based Amendments 2nd Reading (Adoption Hearing). (2025-1061). (Planner)

City Attorney Eick announced that this is the Second and Final Reading and read the title of the Ordinance into the records as follows:

Ordinance 05-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF COCOA COMPREHENSIVE PLAN BASED ON THE CITY'S EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Ms. Alexis Crespo provided a presentation[1] and explained all of the requirements, the update process and the amendments that were made.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve Ordinance 05-2025 on Second and Final Reading, for discussion.**

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

[1] Exhibit A: EAR Based Comprehensive Plan Update

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

VIII. City Business:

1. Approve Resolution 2025-088, amending the Building Permit fees for the City of Cocoa with an effective date of January 1, 2026. (2025-1052). (Community Services Director)

Ms. Neuterman explained that under Florida's regulatory system of building construction, local governments are responsible for administering and enforcing the building code provisions of the Florida Building Code. Toward that end, Section 553.80, Florida Statutes, enables local governments to provide a schedule of fees for the purposes of carrying out its statutory responsibility to enforce the Florida Building Code.

The fee schedule shall be based on direct costs and reasonable indirect costs associated with the review of building plans, building inspections, re-inspections, building permit processing, and building code enforcement. The fees also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractors.

Additionally, Council approved Resolution 2022-085, modifying the Permit Fee Schedule for the City. This was the last time the fees were updated. In determining the updated fee schedule, Staff reviewed the fees charged by other municipalities and the County. The updated fees are consistent with the fees charged by other municipalities and the County. The updates to the fee schedule do not increase the base permit fees of $75 for residential permits and $100 for commercial permits. The permit types have been modified to be more consistent with other municipalities. The fees that are changing include adding a Plans Review Fee for all permits that require a Building Plans Review by a certified Plans Reviewer. Currently, the City utilizes a Private Consultant to review all permit applications that require a Building Plans Review. That consultant charges a fee for each hour of plan review. Additionally, the fees for failed inspections have increased to match those of other municipalities. Failed inspections require the Building Inspectors to return for multiple inspections to ensure compliance with Florida Building Code. This extra time impacts the schedule of inspections for all other permits. Another fee added to the Fee Schedule includes a Private Provider Document Review Fee. Many large residential and commercial projects are using a Private Provider for Plans Review and Inspections. While the contractor receives a 50% discount on permit fees, the Building Official is still required to review the application for utilizing a Private Provider, ensuring the plans are stamped by a certified engineer/architect and that the inspections were conducted by a certified inspector. The fee added for the Private Provider Building Official Review ensures the time necessary to review the plans and inspections is covered.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve Resolution 2025-088, with an effective date of January 1, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Adamson Creek Roadway and Sidewalk Ownership Discussion. (2025-1071). (Deputy Mayor Weeks/Adamson Creek HOA)

Deputy Mayor Weeks shared that she lives in Adamson Creek and for this reason she will be recusing herself from the vote[2].

Susan Cottrell, President of the Adamson Creek HOA, gave a presentation and explained Adamson Creek's unique circumstance. She provided the history of the subdivision and explained that they are here tonight to petition the city to take over the maintenance responsibilities for streets, sidewalks, and related infrastructure within Phases 1B, 1C, and 2. Unlike Phase 1A, which was dedicated to and accepted by the City, the remaining phases contain private streets and sidewalks maintained by the Homeowners Association (HOA).

Ms. Cottrell provided a presentation[3] and talked about annexation and tax revenue. She explained that the Adamson Creek community is respectfully asking the City Council to vote in favor of converting Adamson Creek's remaining private roads to public. She added that this decision is about fairness, safety, responsibility, and alignment with the City's long-term plans.

She shared her belief that for more than two decades Adamson Creek was intended to be part of the City of Cocoa's growth strategy, as demonstrated in multiple annexation proposals, zoning actions, and public notices. Their community contributes to the City's tax base, relies on City services, and supports the ongoing development goals laid out by the City—including public safety, infrastructure expansion, and responsible urban planning.

Furthermore, the community feels that placing an undue financial burden on homeowners and creating long-term maintenance challenges that are better suited for municipal management. Maintaining these roads privately is unsustainable, inequitable, and inconsistent with how similar neighborhoods in Cocoa are treated.

Councilmember Goins asked about what is covered in the monthly HOA dues. In response, Ms. Cottrell explained that their amenities are included such as their pool and pond maintenance. She noted that their HOA fees are quickly increasing and are

[2] Exhibit B: Voting Conflict Form 8B
[3] Exhibit C: Adamson Creek – November 18, 2025

$800 for the year. They did not realize there were no dollars in reserves for street maintenance.

Councilmember Koss thanked Ms. Cottrell for her compelling presentation. She explained that it is her understanding that private roads are private because people do not travel them to get to a destination and asked for clarification. In response, City Manager Whitten explained that could be one of several reasons. He further explained that what happened in Phase 1A does not govern what happens in the other phases because it's not a guarantee that the other phases will happen.

Councilmember Koss asked Ms. Morgan how often the City provides maintenance to the roads. In response, Ms. Morgan explained that the City is able to provide maintenance to about three percent of its roads every year. In addition to that, the City is only able to provide maintenance to approximately forty-two percent of its roads within their lifetimes, leaving the other fifty-eight percent of its roads in need of repair.

Mayor Blake expressed his concerns, noting that he doesn't know where the funds will come from to support this. Additionally, there are several other subdivisions that he would have to do this for if they agree to take over the maintenance of the roads in Adamson Creek in order to be fair and equitable.

Deputy Mayor Weeks added that the homeowners that purchased in Phase 1A owned their homes for about eight years and had their public road prior to D.R. Horton coming in and developing the other phases.

She expressed that Adamson Creek is a unique community and they are not like the other subdivisions.

Lukas Burchianti, 5662 Talbot Blvd., Cocoa, stated that a key document is missing, which is the P.U.D. He talked about the P.U.D. and the plat. He pointed out that there were several amenities that were never developed in their community. This includes the tennis court, the basketball court, walking trails and a tot lot.

Councilmember Hearn asked if they have considered a Class Action lawsuit against D.R. Horton. In response, Ms. Cottrell stated that they haven't discussed this yet, but this could be their next step.

City Manager Whitten clarified what Mr. Burchianti is referring to are signed engineering plans but it is not a recorded plat. He reiterated that the recorded plat is different. Each phase is independent of the others.

Councilmember Koss shared that there is an argument to be made here in comparison to a development such as Windward Preserve who will be maintaining their own infrastructure.

City Manager Whitten reviewed the City's budget. He explained that the City is able to provide basic road maintenance to three percent of its eighty miles of total roadway in the City per year. The City is already behind on road maintenance and the City certainly won't be able to get ahead by adding them to the list.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to deny ownership and maintenance of the private roads and sidewalks within Phases 1B, 1C, and 2 of the subdivision.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Goins, Hearn

NAYES: Koss

THE MOTION CARRIED (3-1)

IX. Informational Agenda:

1. 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. (2025-1055). (Finance Director)

2. 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. (2025-1056). (Finance Director)

3. FY 2026 October Budget Adjustment Report. (2025-1057). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-1069). (City Clerk)

5. Bi-Weekly Report for October 24, 2025 - November 13, 2025. (2025-1070). (City Manager)

X. Reports:

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Councilmember Goins shared that on Sunday, November 23, 2025 there will be a Celebration of Life for Ms. Louise Battle at the Stradley Park Football Field at 3pm.

Additionally there will be a 321 Empowerment Financial Literacy Summit on December 6, 2024 at the EFSC Palm Bay Campus from 11-4:30pm. Registation can be done online.

On Thursday, November 20, 2025, his grandmother is hosting her annual Thanksgiving Luncheon event for the community at the Eddie Lee Taylor Community Center, 3316 Monroe St., Melbourne from 11:30am-4pm for anyone who is interested.

Councilmember Goins also showed pictures from events he recently attended.

Deputy Mayor Weeks shared that she just got back from a Real Estate convention in Houston, Texas. She shared that the entire City of Houston has no zoning, which she thought was really interesting.

Councilmember Hearn shared photos from the Celestial Soiree Gala he attended in Orlando with some other first responders.

Councilmember Koss shared her District 4 report and talked about the Florida Solar Center and it's unfortunate closure. It will be missed by the community, and especially the schools.

She shared photos from the Cirrus Apartments ribbon cutting and liked the originality they demonstrated.

Councilmember Koss also shared photos from Indian River Drive where they have been having drainage issues. She thanked Ms. Morgan and Mr. Gill for going out there to meet with her. She talked about the mark left on the bluff along Indian River Drive by the bad storm that took place on October 26, 2025.

Lastly, she advocated for a park in the Cocoa Hills Subdivision area to help eradicate the park desert issues the City has in various areas.

Mayor Blake shared photos from events he recently attended, including photos with the community for the food drive, the Cirrus apartments ribbon cutting, and a Florida League of Cities event.

XI. Adjournment:

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of November 18, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:10 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk



EAR-Based Comprehensive Plan Update

City Council Adoption Hearing

November 18, 2025

RVi Planning + Landscape Architecture

EAR Update Requirement

- Evaluation and Appraisal Report (EAR) required per Section 163.3191, Florida Statutes
- Requires a review and evaluation of the Comprehensive Plan ("Plan") every 7 years
- Evaluates Plan against changes to Florida Statutes
- Evaluates Plan against updated data & analysis regarding growth, land use and infrastructure
- Amendments were transmitted to the State on August 26, 2025 in advance of the deadline **(September 20, 2025)**



FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

September 23, 2024

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Received
SEP 30 2024
City Manager's Office

Subject: Evaluation and Appraisal Notification Acknowledgement Letter

Dear Mr. Whitten:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on October 1, 2024 and received by FloridaCommerce on September 20, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by September 20, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

Jana Williams of FloridaComerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (805)717-8483.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | Twitter: @FLACommerce

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Comprehensive Plan Update Process

- **Project Initiation / Background Research** (January - April 2025)
- **Assessment Report** (April - July 2025)
- **Finalize Text & Map Amendments** (May – August 2025)
- ***Transmittal Public Hearings*** *(August 2025)*
- ***State Coordinated Review*** *(September 2025)*
- ***Final Adoption Hearing*** *(November 2025)*



TEXT AMENDMENTS

EAR-BASED AMENDMENTS

- Future Land Use Element:
  - ✓ Modify future land use categories to address floating solar facilities
  - ✓ Modify and/or removed residential design standards for single-family and two-family dwelling types
- Transportation Element
  - ✓ Updates to jurisdiction assignments per Public Works direction
- Housing Element
  - ✓ Modify policies to address Live Local Act
  - ✓ Eliminate references to dates that have passed

EAR-BASED AMENDMENTS

- Sanitary Sewer Element:
  - ✓ Update policies to address current status of plans/studies, and update timeline/deadline references throughout
  - ✓ Update all specific Level of Service (LOS) standards references per Utilities Department direction
  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S
    - ✓ Identify existing subdivisions with 50 or more lots with more than one septic system per one acre
    - ✓ Feasible to connect to central sewer by 2035 provided State funding is available
- Potable Water Element:
  - ✓ Update all specific LOS standards references per Utilities Department direction

EAR-BASED AMENDMENTS

- Natural Groundwater Aquifer Element:
  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S. as linkage to Sanitary Sewer Element policies

- Coastal Management Element:
  - ✓Update policies to address timeline/deadline references throughout

- Conservation Element:
  - ✓ Incorporate by reference updated Water Supply Facilities Work Plan as linkage to Potable Water Element policies

  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S. as linkage to Sanitary Sewer Element policies

EAR-BASED AMENDMENTS

- Public School Facilities Element:
  - ✓ Updates relating to proportionate fair share payments and concurrency issuance/timing and timeline/deadline references throughout

- Capital Improvements Element:
  - ✓ Update Level of Service (LOS) per Public Works Department

  - ✓ Update Capital Improvements Plan (CIP) to the current FY 2026-2030 CIP



MAP AMENDMENTS

MAP AMENDMENTS

- Updated the City boundary on all maps to reflect annexations

- Updated data on maps where applicable from various sources
  - ✓ Vulnerability Assessment Data provided by Florida Geographic Data Library and Brevard County Historical Commission “Historical Landmark Guide”
  - ✓ FEMA data
  - ✓ Public Works Level of Service (LOS) data
  - ✓ National Wetland Inventory
  - ✓ Space Coast Transportation Planning Organization

- Eliminated outdated maps or maps not appropriate for a long-range Comprehensive Plan (ex. Soils Map)

STATE AGENCY REVIEW

- Amendments transmitted to state agencies on August 26th
- Review letters received from:
  - St. Johns River Water Management District
  - Florida Department of Environmental Protection
  - Florida Department of Transportation
  - Department of Commerce
- SJRWMD, FDEP & FDOT stated no comments to the proposed amendments, and no adverse impacts to state resources
- Department of Commerce requested Future Land Use & Projected Roadway Level of Service Maps include planning horizon of 2050
- Also requested the adopted 2026-2030 Capital Improvements Schedule be attached to the Plan (whereas the transmitted version included the 2025-2029 version)

Conclusion & Next Steps

- EAR-Based Amendments comply with the City's criteria for Comprehensive Plan Amendments
- State Agency review confirms the amendments are consistent with state law and will not adversely impact state resources
- Adoption is required to maintain a Comprehensive Plan that is consistent with State Law
- Upon adoption the amendments are sent to the State as the final step in the process


Thank you!

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Weeks Patricia Kay	City of Cocoa City Council
MAILING ADDRESS 1351 Tailton Way	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Cocoa COUNTY Brevard	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED Nov 18 2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Patricia Weeks, hereby disclose that on Nov. 18, 20 25:

(a) A measure came or will come before my agency which (check one or more)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

my HOA came before City to get ~~Public~~ Private Roads turned to City Roads

I am a resident

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11-18-2025
Date Filed

Patricia Weeks
Signature

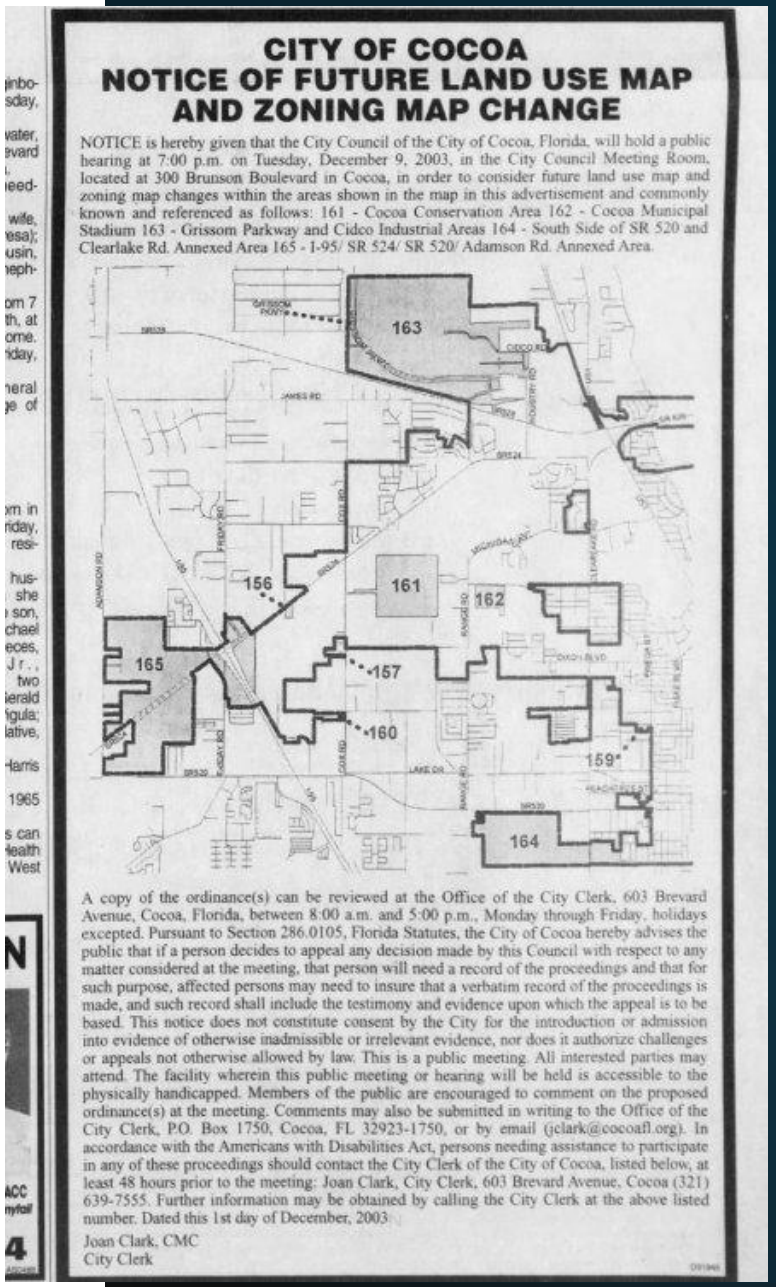
NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Adamson Creek

Tuesday November 18, 2025

Florida Today, December 3, 2004 – Adamson Creek Proposal

- The City of Cocoa initiated a zoning and land use map change to annex the Adamson Creek area into city limits.
- Annexation would shift Adamson Creek from county to city jurisdiction, affecting future development, municipal services, and regulations.
- A public notice was issued and a hearing scheduled to inform and gather feedback from residents and property owners.
- The proposal specifically targeted parcels along Adamson Road (Adamson Creek), as shown in the city's official map.
- The change would update zoning classifications, potentially altering what types of buildings and activities are allowed.
- Residents were encouraged to participate, as the annexation could influence property values, local governance, and service access.
- Final approval required a City Council vote after public input and review.

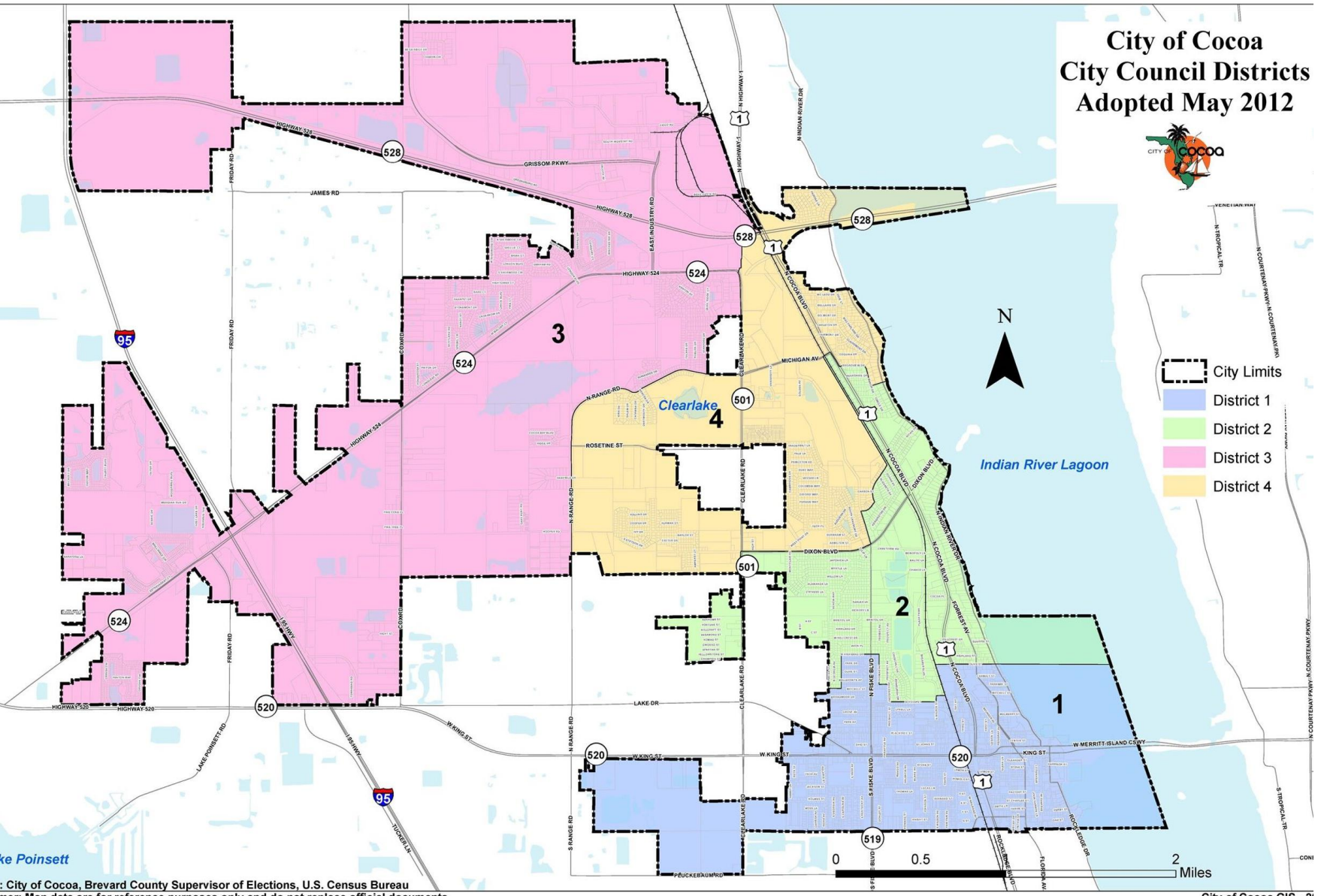


CITY OF COCOA
NOTICE OF FUTURE LAND USE MAP AND ZONING MAP CHANGE

NOTICE is hereby given that the City Council of the City of Cocoa, Florida, will hold a public hearing at 7:00 p.m. on Tuesday, December 9, 2003, in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, in order to consider future land use map and zoning map changes within the areas shown in the map in this advertisement and commonly known and referenced as follows: 161 - Cocoa Conservation Area 162 - Cocoa Municipal Stadium 163 - Grissom Parkway and Cidco Industrial Areas 164 - South Side of SR 520 and Clearlake Rd. Annexed Area 165 - I-95/ SR 524/ SR 520/ Adamson Rd. Annexed Area.

A copy of the ordinance(s) can be reviewed at the Office of the City Clerk, 603 Brevard Avenue, Cocoa, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted. Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. This is a public meeting. All interested parties may attend. The facility wherein this public meeting or hearing will be held is accessible to the physically handicapped. Members of the public are encouraged to comment on the proposed ordinance(s) at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, P.O. Box 1750, Cocoa, FL 32923-1750, or by email (jclark@cocoafl.org). 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: Joan Clark, City Clerk, 603 Brevard Avenue, Cocoa (321) 639-7555. Further information may be obtained by calling the City Clerk at the above listed number. Dated this 1st day of December, 2003

Joan Clark, CMC
City Clerk


City of Cocoa
City Council Districts
Adopted May 2012
City Limits
District 1
District 2
District 3
District 4
N
Clearlake
Indian River Lagoon
1
2
3
4
0
0.5
2
Miles
: City of Cocoa, Brevard County Supervisor of Elections, U.S. Census Bureau
mer: Map data are for reference purposes only and do not replace official documents.
City of Cocoa GIS - 2

What is Land Annexation

Land annexation is the process by which a city or municipality expands its boundaries to include adjacent unincorporated land.

Purpose:

- To manage growth and development
- To extend municipal services (such as water, sewer, police, and fire protection) to new areas
- To increase the city's tax base and revenue

How It Works:

- The city proposes annexation of a specific area
- Public notices and hearings are held to inform and gather feedback from residents and property owners
- The city council votes to approve or deny the annexation

Impact:

- Changes in local governance and regulations
- Potential changes in property values and taxes
- Access to improved municipal services

AND ANNEXATION: 15 THINGS (2025) YOU MUST KNOW

by Erika

- **1. WHAT IS LAND ANNEXATION?**
- Land annexation is the addition or incorporation of a territory into a city.
- This is a fairly common practice, especially in states where there is consistent population growth (think Florida, California, New York, or Texas).
- Often, incorporated municipalities will consider annexing private and commercial properties to maintain both the fiscal and physical growth of a city.
- **By expanding its territory, a city will ultimately increase its ad valorem tax base, utility taxes, and miscellaneous revenue sources (i.e. fines, fees, utility connection charges).**
- That said, it can also create issues for a homebuyer, real estate agent, and title agent if they are unaware that a property is annexed (see #6 for more on this!).

Adamson Creek – Intended to be annexed by City of Cocoa – Florida Today, Aug. 10, 2006

Positive Impact on the City

- Nearly 600 new homes planned, bringing significant residential growth.
- Expansion of city boundaries increases Cocoa's jurisdiction and influence.
- Larger tax base and higher property tax revenue to fund city services.
- Opportunity to extend municipal services (water, sewer, police, fire) to new residents.
- Supports economic development and community vitality through new housing and infrastructure



Work starts on

Nearly 600 houses going up in West Cocoa

BY REBECCA ADAMUS
FLORIDA TODAY

Land clearing is under way for construction of the first planned community on Adamson Road off State Road 524 in West Cocoa, to be built on land annexed by the city of Cocoa two years ago.

About 596 homes on 271 acres of land will be built between Adamson Road to the west and Interstate 95 to the east. Lot sizes for the three- to four-bedroom homes will range from 1,500 to 2,200 square feet. The subdivision will be about 1½ miles southeast of the Brevard County landfill.

"There's no other project like it in the city. This really embraces a number of smart growth principles," said John Titkanich, the city's development director. "It provides a significant amount of amenities for its residents, and just pure open space."

The city worked with builders at Melbourne-based Forte Macauley to develop the subdivision — called Adamson Creek — with natural features. Many of the homes will back up to natural wetlands. There will be a neigh-

New development. Nearly
There will be a neighborh
Bobby Britt, standing ato
for development

and quiet, and Brevard
who commute to Orla
work, could find the deve
attractive.

"These homes will be
to first-time homebuyers
tirees and may even attr
dents from Orlando tha

FY 2026 City Budget & Ad Valorem Revenue Highlights

- **Gross Ad Valorem Revenue Budgeted:**
  95% of gross ad valorem revenue of $12,583,865 was budgeted, totaling **$12,904,672**.
- **Year-over-Year Increase:**
  Net increase of **$803,068** in ad valorem revenue compared to FY 2025.
- **TIF Transfers to CRAs:**
- Transfer to Cocoa CRA: **$1,387,299**
- Transfer to Diamond Square CRA: **$423,308**
- **Total transferred to both CRAs:** $1,810,607
- **Millage Rate:**
  Proposed final millage rate of **6.9532** is projected to generate **$12,904,672** in proceeds.
- **Total FY 2026 Budget:**
  Tentative budget for all funds is **$194,811,362**, representing a **12.6% increase** from the FY 2025 adopted budget.

FY 2026 City Budget & Ad Valorem Revenue

Category	FY 2025	FY 2026	% Change
Ad Valorem Revenue	$12,101,604	$12,904,672	6.64%
Net Increase	-	$803,068	-
TIF Transfers to CRAs	-	$1,810,607	-
Total Budget	$173,011,867	$194,811,362	12.6%

Revised Tax Contributions from Adamson Creek: Impact on City Budget

The projected revenue for Adamson Creek, as provided by Lisa Cullen of the County Tax Collector's Office, was **$1,649,394.71**.

It is important to note that this estimate was calculated prior to the sale of 33 additional homes, for which only $500 per home was budgeted. With all 33 homes now sold, each homeowner is contributing between $7,000 and $8,000 in annual property taxes. This increase, totaling nearly $250,000, is not reflected in the current budget. As a result, Adamson Creek's total annual tax contribution now approaches **$2 million**.

In Closing

We respectfully urge the City Council to vote in favor of converting Adamson Creek's remaining private roads to public. This decision is not simply about pavement—it's about fairness, safety, responsibility, and alignment with the City's long-term plans.

For more than two decades, Adamson Creek was intended to be part of the City of Cocoa's growth strategy, as demonstrated in multiple annexation proposals, zoning actions, and public notices. Our community contributes to the City's tax base, relies on City services, and supports the ongoing development goals laid out by the City—including public safety, infrastructure expansion, and responsible urban planning.

Yet our roads remain private, placing an undue financial burden on homeowners and creating long-term maintenance challenges that are better suited for municipal management. Maintaining these roads privately is unsustainable, inequitable, and inconsistent with how similar neighborhoods in Cocoa are treated.

- Transitioning our roads to public:
- **Protects residents' safety** by ensuring reliable access for police, fire, rescue, and utilities
- **Eliminates unnecessary financial hardship** on homeowners
- **Aligns with the City's original annexation intent and documented plans**
- **Strengthens infrastructure reliability** for the City as a whole
- **Supports economic stability and property value protection**
- Adamson Creek has fulfilled its obligations as part of the City of Cocoa. Now we ask the City to fulfill its commitment to us.
- For these reasons, we respectfully request your YES vote to transition Adamson Creek's remaining roads from private to public.
- Our families, our safety, and our community's future depend on it.



Thank You

CITY COUNCIL AGENDA ITEM

Memo Date:	December 2, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1162
Prepared By:	Colleen Grady
Through:	Rebecca Bowman, Finance Director
Requested Action:	Informational Annual Investment Report for FY2025

BACKGROUND:

In accordance with Florida Statutes Sec. 218.415, investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body. The City last updated its Investment Policy on July 23, 2024. Section XV. Reporting/Article B. Annual Investment Report of the City's Investment Policy states that:

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

The City's Investment Manager, PTMA Financial Solutions, will provide the City Council with a brief presentation to report the City's investment status as of the fiscal year-ended September 30, 2025.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The last investment presentation to City Council was on January 28, 2025.

RECOMMENDED MOTION:

N/A

PTMA FINANCIAL SOLUTIONS

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ECONOMIC UPDATE

January 2026

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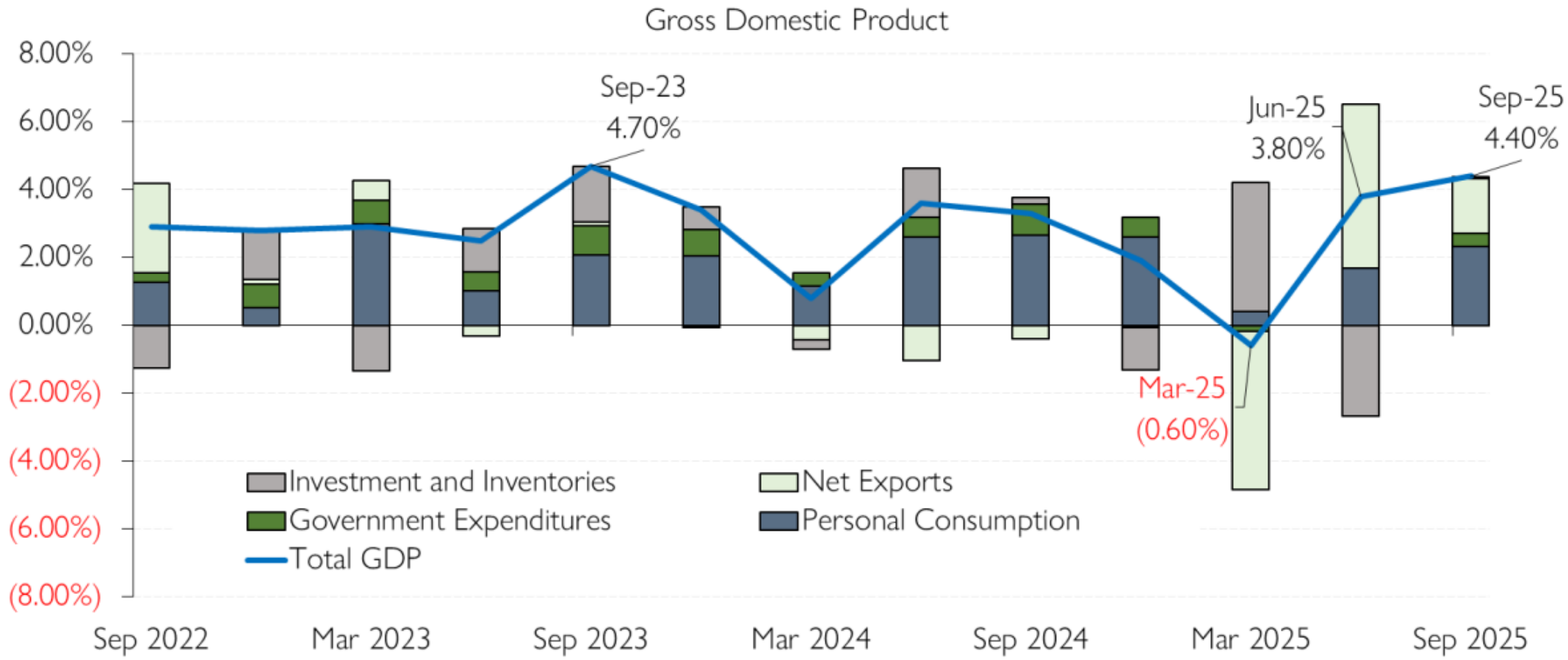
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GROSS DOMESTIC PRODUCT

- Third quarter 2025 GDP indicates the U.S. economy grew at an annualized rate of 4.4%, which was considerably stronger than the expected growth rate of 3.3%. Third quarter growth was primarily driven by consumer spending. In fact, consumer spending contributed 2.34% of the overall growth. Business investment was slower compared to the previous year, although the reading of 0.03% was essentially neutral to the overall growth for the quarter.



Source: Bloomberg, Bea.gov, data as January 22, 2026

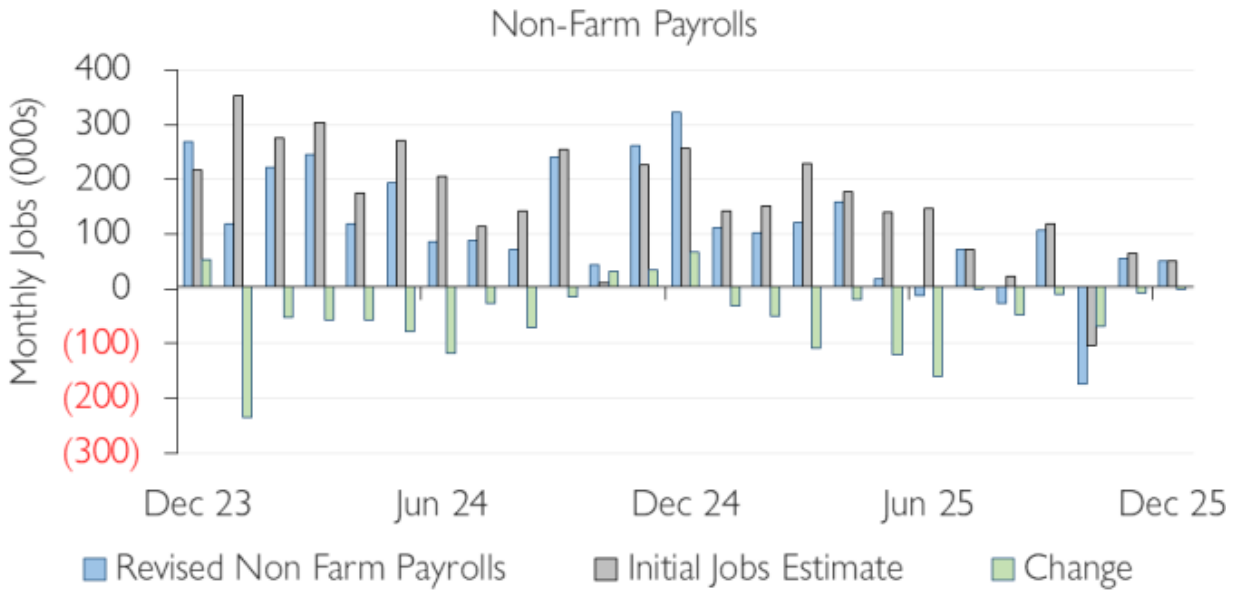
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JOBS

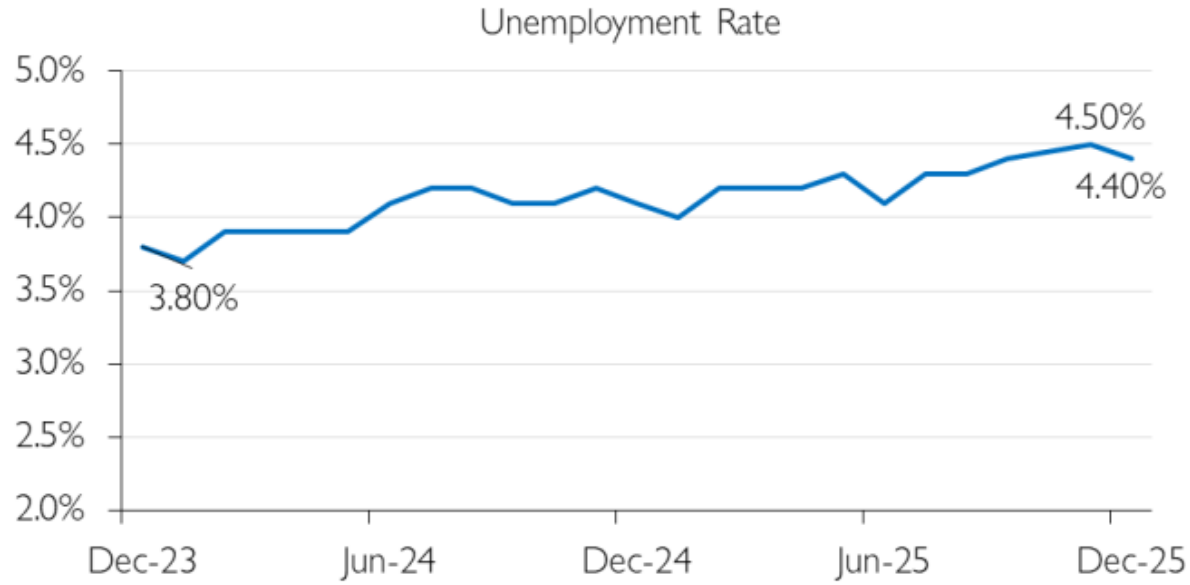
Labor Markets Deteriorate

- December non-farm payrolls disappointed with 50k reported new jobs vs. an expected 70k.
- The fourth quarter experienced negative net jobs created (64k), compared to 628k thousand jobs created during the same period in the prior year.
- Job creation for 2025 was 584k, a 71% decline in new jobs created in 2024.



Unemployment Rate Remains Favorable

- The national unemployment rate declined (0.1%) in December to 4.4%.
- The current environment is being described as a hiring recession.
- The weaker job market complicates the FOMC decision process as inflation remains elevated.

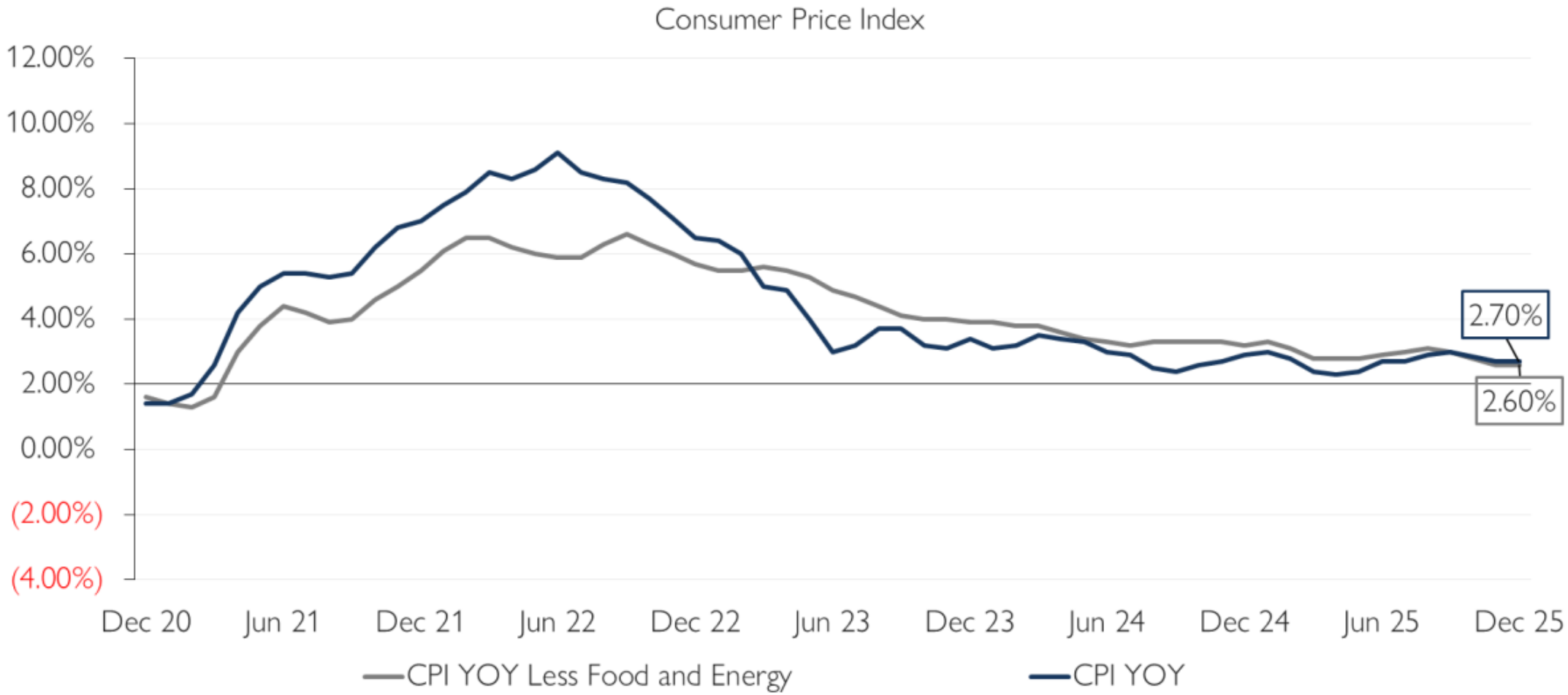


Source: Bloomberg. BEA. Data as of January 9, 2026

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CONSUMER PRICE INDEX

- Consumer prices, headline and core (less food and energy) increased 2.7% and 2.6%, respectively, year over year as of December, less than consensus expectations of 3.0% for both indicators. Food costs increased 3.1%, and Shelter costs increased 3.2% year over year, a 0.2% increase vs. November.



Source: Bloomberg, https://www.bls.gov/news.release
Data as January 13, 2026

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FEDERAL FUNDS RATE EXPECTATIONS

Region: United States »
Target Rate 3.75
Effective Rate 3.64

Instrument: Fed Funds Futures »
Pricing Date 01/26/2026
Cur. Imp. O/N Rate 3.639

Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate	A.R.M.
01/28/2026	-0.028	-2.8%	-0.007	3.632	0.250
03/18/2026	-0.166	-13.9%	-0.042	3.598	0.250
04/29/2026	-0.328	-16.1%	-0.082	3.557	0.250
06/17/2026	-0.750	-42.2%	-0.188	3.452	0.250
07/29/2026	-1.078	-32.8%	-0.269	3.370	0.250
09/16/2026	-1.451	-37.3%	-0.363	3.277	0.250
10/28/2026	-1.648	-19.7%	-0.412	3.227	0.250
12/09/2026	-1.842	-19.4%	-0.461	3.179	0.250

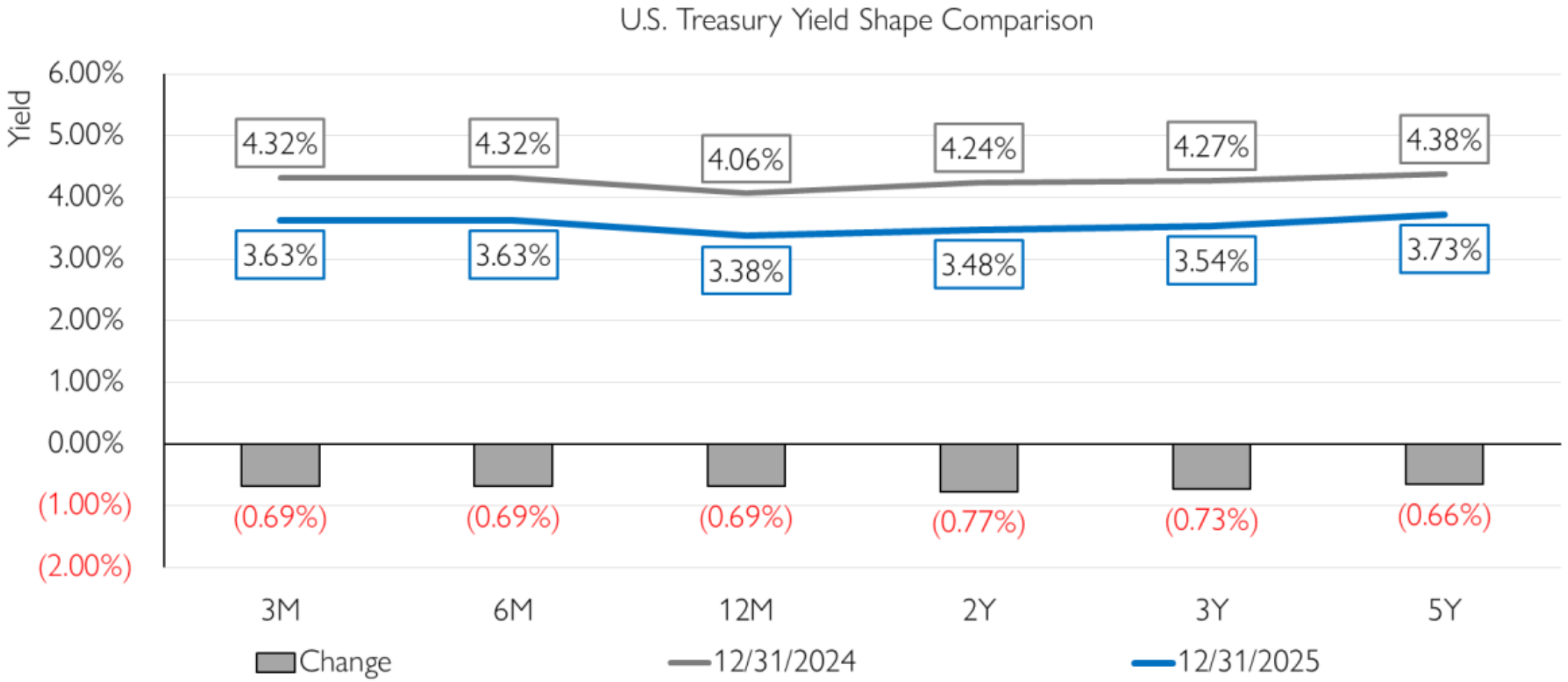
Source: Bloomberg. Data as of January 26, 2026.

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U.S. TREASURY YIELD CURVE

- U.S. Treasury yields between from overnight to five years to maturity declined year over year through December. Short term rates were lower driven by continued Federal Funds rate cuts by the FOMC and longer term rates were lower as largely due to expectations of slower economic growths. The yield curve remains inverted between three months and one year, while the yield curve for maturities between one and five years was steeper compared to a year ago.



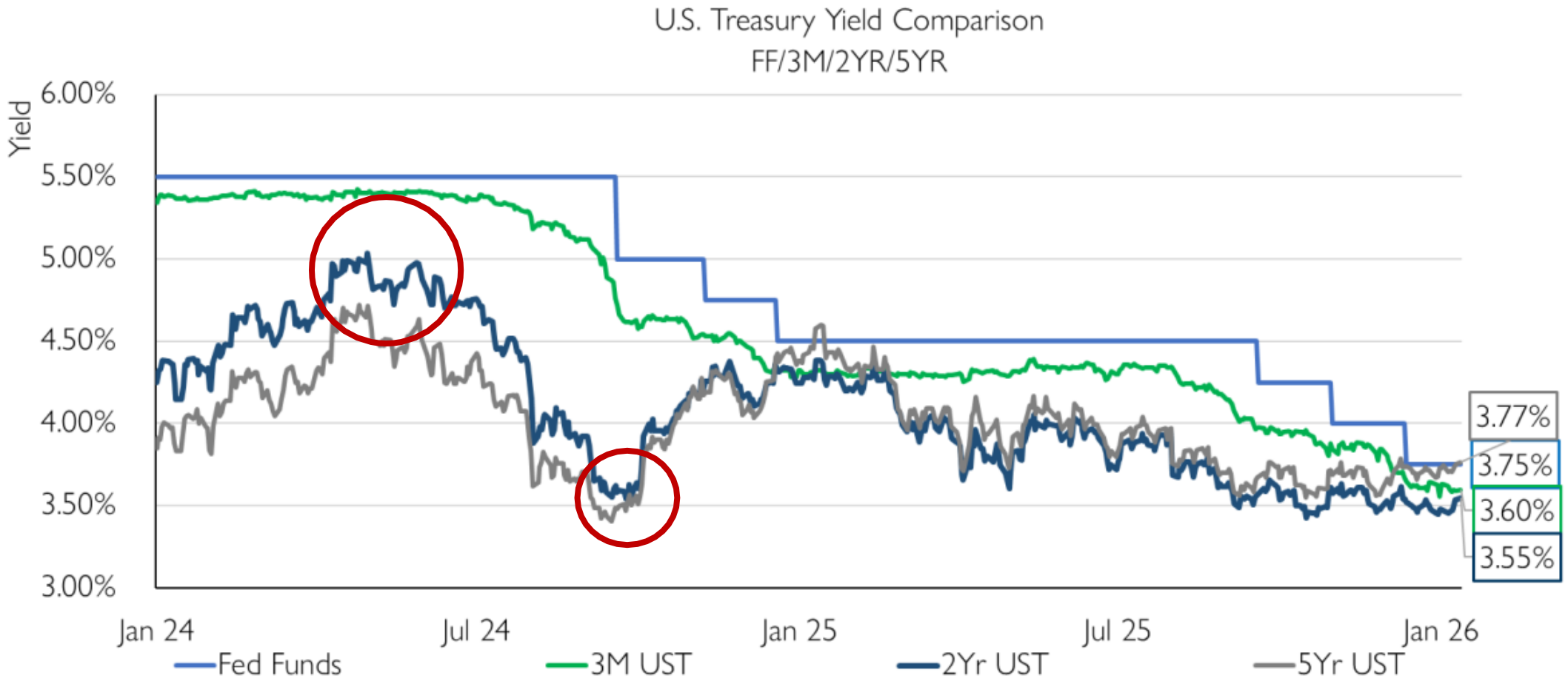
Source: Bloomberg. Data as of December 31, 2025

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U.S. TREASURIES AND FEDERAL FUNDS RATE

- While less volatile in recent months, U.S Treasury rates continue to fluctuate, and drifted lower through the fourth quarter of 2025. The FOMC voted to reduce the Federal Funds rate to 3.75% during the December meeting while US Treasuries continue to trade in a narrow range, resulting in a flat/slightly positive slope yield curve.



Source: Bloomberg. Data as of January 12, 2026

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ANNUAL INVESTMENT STRATEGY UPDATE

COCOA FLORIDA

February 10, 2026

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INVESTMENT PROGRAM REVIEW

- The City maintained an actively managed investment program during Fiscal year 2024 and the maturity structure for each portfolio is custom tailored based on the following criteria:
  - Sources and uses of funds
  - Anticipated timing of expenditures
  - Investment policy statement objectives and parameters
  - Current market conditions and historical performance
- This investment strategy has the primary focus on Safety of principal as the primary objective, providing daily liquidity from bank balances and local government investment pools, and the potential for increased earnings from the longer term investment portfolios.
- This multiple duration investment approach attempts to minimize risks in rising and declining interest rate environments with the primary objective of safety of principal by investing in highly rated fixed income securities.
- We collaborate with the City's Finance Director and team to determine optimal investment options based on cash flows, investment policy and FI State Statutes, and current market conditions.
- The investment program is compliant with the City's investment policy and with Florida State Statutes.

Source: Clearwater Analytics, PTMA. Data as of September 30, 2025

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Yield information is presented gross of fees. Please refer to the disclosure slide of this presentation for more information.

OPERATING PORTFOLIO STRATEGY

- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.

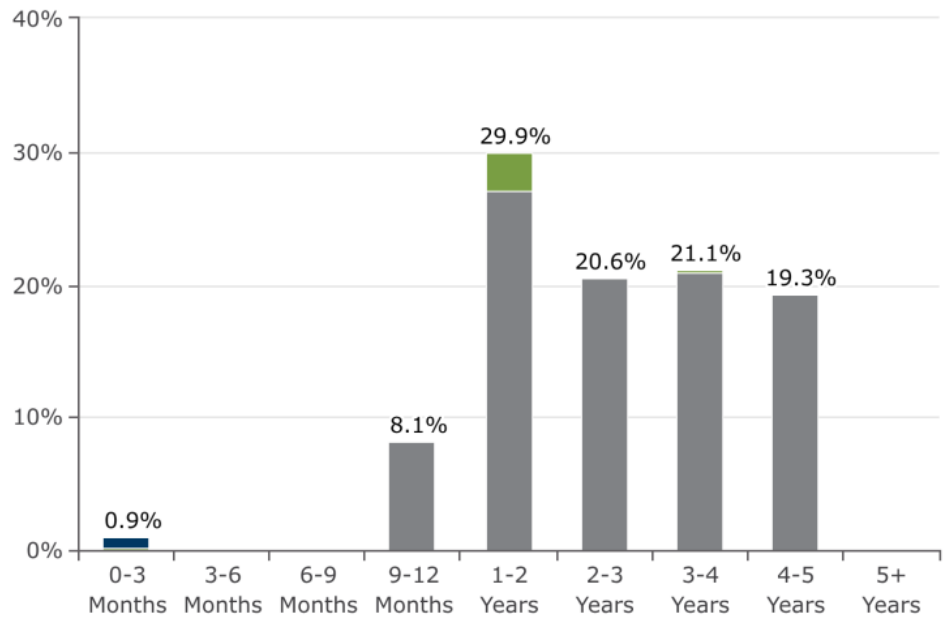
- The portfolio is managed as a with 1-5 year strategy, primarily using maturities between one and five years.

- Reinvested $11.6mm (34%) of the portfolio during the fiscal year in securities yielding 3.5% - 4.5%. These investments resulted in an increase in the book yield of 0.56%, providing the opportunity for higher income in FY2025 compared to FY2024.

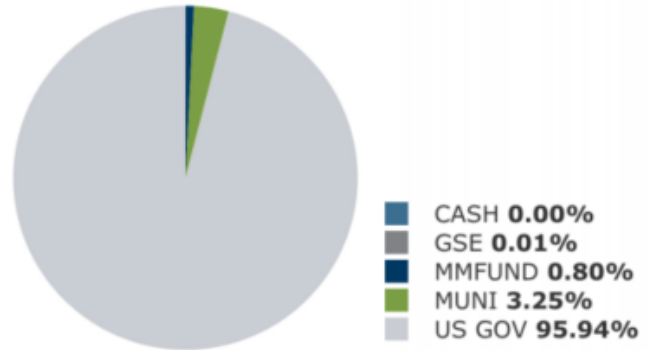
Portfolio Characteristics

	09/30/24	09/30/25
Duration	2.532	2.49
Years to Effective Maturity	2.687	2.659
Years to Final Maturity	2.688	2.660
Coupon Rate	2.459	2.933
Book Yield	3.229	3.79
Market Yield	3.674	3.67

Maturity Distribution by Type



Asset Allocation



Source: Clearwater Analytics, PTMA. Data as of September 30, 2025

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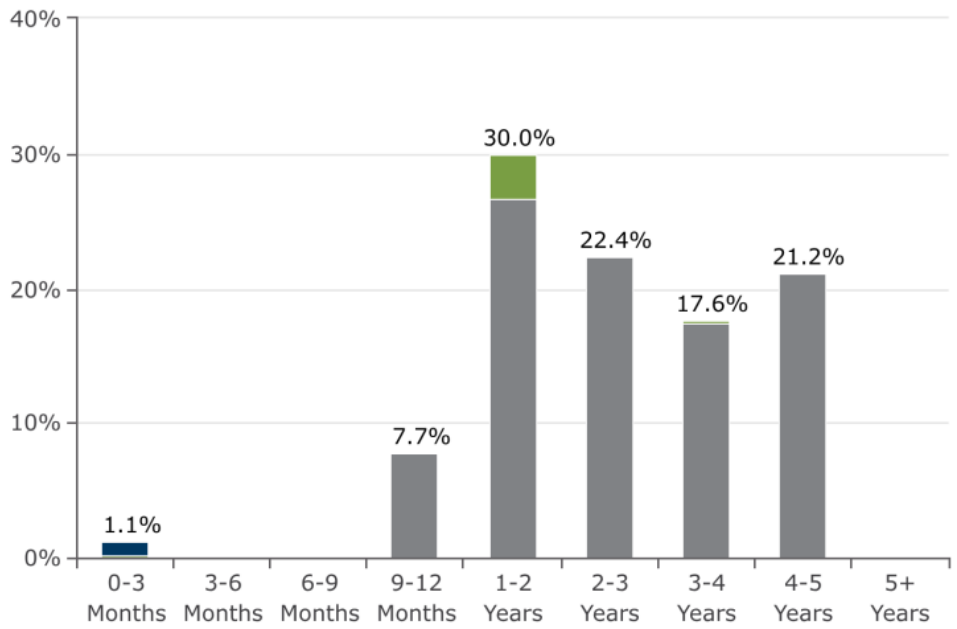
RESERVES INVESTMENT PORTFOLIO

- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance.
- The portfolio is managed as a with 1-5 year strategy, primarily using maturities between one and five years.
- Reinvested $5.2mm (37%) of the portfolio during the fiscal year in securities yielding 3.5% - 4.5%. These investments resulted in an increase in the book yield of 0.58%, providing the opportunity for higher income in FY2025 compared to FY2024.

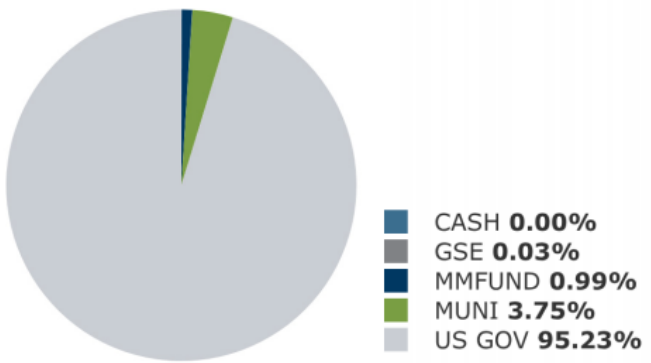
Portfolio Characteristics

	09/30/24	09/30/25
Duration	2.535	2.499
Years to Effective Maturity	2.686	2.668
Years to Final Maturity	2.691	2.669
Coupon Rate	2.338	2.862
Book Yield	3.121	3.704
Market Yield	3.679	3.674

Maturity Distribution by Type



Asset Allocation



Source: Clearwater Analytics, PTMA. Data as of September 30, 2025

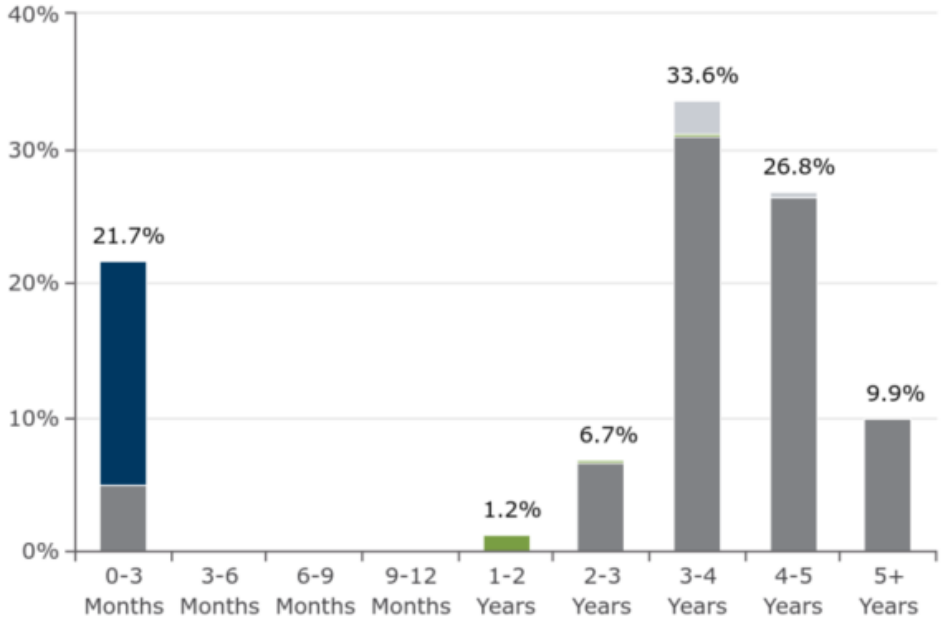
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RESTRICTED INVESTMENT PORTFOLIO

- The Restricted Portfolio is restricted cash that is held long-term.
- The portfolio is managed as a with 0-5 year strategy, primarily using maturities between three months and five years.
- Reinvested $1.9mm (25%) of the portfolio during the fiscal year in securities yielding 3.7% - 3.8%. These investments resulted in an increase in the book yield of 0.52%, providing the opportunity for higher income in FY2025 compared to FY2024.

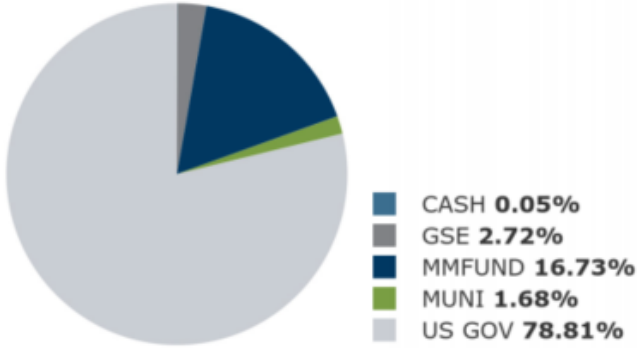
Maturity Distribution by Type



Portfolio Characteristics

	09/30/24	09/30/25
Duration	1.824	2.042
Years to Effective Maturity	1.918	2.180
Years to Final Maturity	1.919	2.180
Coupon Rate	2.154	2.556
Book Yield	2.728	3.244
Market Yield	3.884	3.731

Asset Allocation



Source: Clearwater Analytics, PTMA. Data as of September 30, 2025

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AGGREGATE INVESTMENT PORTFOLIO

Security Distribution	September 30, 2025 Portfolio Balance	Book Yield	Portfolio Allocation	Permitted by Policy*	Compliant
Cash	$ 19,182,181	0.50%	9%	100%	YES
LGIP	51,003,288	5.33%	25%	25%	YES
U.S. Treasury Notes	52,611,009	3.70%	26%	100%	YES
FNMA	6,070	3.54%	0%	40%	YES
FHLMC	-	0.00%	0%	40%	YES
FHLB	-	0.00%	0%	40%	YES
Money Market Funds	661,102	3.73%	0%	100%	YES
Municipal Bonds	1,942,829	3.79%	1%	25%	YES
FLCLASS	77,870,106	5.24%	38%	50%	YES
Total Portfolio Market Value	**$ 203,276,586**	**4.40%**	**100%**		

Source: Clearwater Analytics, PTMA. FLCLASS, City of Cocoa. Data as of September 30, 2025

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CITY COUNCIL AGENDA ITEM

Memo Date:	January 6, 2026
Agenda Date:	February 10, 2026
File ID:	2026-9
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve a Resolution Amending the FY 2026 Budget, BAF 26-003-A, to provide budget for the currently ongoing Grant projects that were budgeted within FY 2025 and not yet finished, through the use of Fund Balance Reserves and other Revenue Sources.

BACKGROUND:

In addition to the Purchase Order (P.O.) budget rollover (Agenda 25-1058) and the Capital budget rollover (Agenda 25-1282), there are grant funds budgeted in FY25 that need to roll into FY26. To maintain clarity, grant-funded projects and P.O.s were excluded from the other two rolls. BAF# 26-003-A is to provide a budget for these expenses within various departments or to reclass funds into the appropriate department/division to remain in regulatory compliance.

Since any amount not spent at the end of FY25 would be returned to fund balance reserves, this agenda item requests that the budget be amended to withdraw funds from the respective grant revenue accounts to perform the projects indicated in the attachments and fulfill all grant obligations.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

FY26 Grant Roll: BAF# 26-003-A
(See attached spreadsheets with detailed transactions)

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2026 Budget, BAF 26-003-A, to provide budget for the currently ongoing Grant projects that were budgeted within FY 2025 and not yet finished, through the use of Fund Balance Reserves and other Revenue Sources.

RESOLUTION NO. 2026-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; 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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of February 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City Of Cocoa Tracking Sheet

BAF 26-003-A

REVENUES				
ACCOUNT	**DESCRIPTION**	**PROJECT#**	**BUDGET**	**NOTE**
001-0000-389.99-50	FUND BAL-APPROP. RESERVES	GR2502	5,716	Match amount - BPV2024-BU-BX-24041206
001-0000-331.20-31	BULLET PROOF VEST 2024	GR2502	5,717	FY25 Budget Roll - BPV2024-BU-BX-24041206
001-0000-331.20-32	JAG 2024-24-GG-04542	GR2503	14,012	FY25 Budget Roll Amount
001-0000-381.91-04	TRANSFER FROM / TRF FROM HOME (104)		1,116	FY23/FY24 Home Admin
001-0000-389.99-50	FUND BAL-APPROP. RESERVES		(1,116)	FY23/FY24 Home Admin
	General Fund Total		25,445	
103-0000-389.99-10	CASH CARRY FORWARD		14,009	FY25 and prior program income + interest
	CDBG Fund Total		14,009	
104-0000-331.54-00	FEDERAL GRANTS / ECONOMIC ENVIRONMENT		(116)	Undo FY26 Program Income Estimate
104-0000-331.54-02	ECONOMIC ENVIRONMENT / PROGRAM INCOME		(32,000)	Undo FY26 Program Income Estimate
104-0000-331.99-10	CASH CARRY FORWARD		1,116	FY24/FY25 Admin overages
104-0000-331.99-10	CASH CARRY FORWARD		1,121	FY25 Remaining Admin
104-0000-331.99-10	CASH CARRY FORWARD		9,738	FY25 CHDO Carry Forward
104-0000-331.99-10	CASH CARRY FORWARD		11,407	FY24 CHDO Carry Forward
104-0000-331.99-10	CASH CARRY FORWARD		12,747	FY23 and prior CHDO Carry Forward
104-0000-331.99-10	CASH CARRY FORWARD		48,693	FY25 First Time Home Buyer Carry Forward
104-0000-331.99-10	CASH CARRY FORWARD		100,920	FY23 and Prior First Time Home Buyer Carry Forward less $53,880 from PO#79508 that rolled
104-0000-331.99-10	CASH CARRY FORWARD		176	FY25 Program interest
	Home Fund Total		153,802	
105-0000-389.99-10	CASH CARRY FORWARD		133,515	FY25 Housing & Urban Development Carry Forward
105-0000-389.99-10	CASH CARRY FORWARD		2,004	FY25 Excess Admin Carry Forward
105-0000-389.99-10	CASH CARRY FORWARD		180,715	FY24 Carry Forward less $3,375 from PO#81863 & $205 from PO#83871 that already rolled
105-0000-389.99-10	CASH CARRY FORWARD		13,729	FY25 program income $4,980 abbington surety & $8,749.60 lein 1109 hickory lane
105-0000-389.99-10	CASH CARRY FORWARD		1,658	FY24 Program Income - 1510 N Kentucky
105-0000-389.99-10	CASH CARRY FORWARD		303	FY25 Program income interest
105-0000-389.99-10	CASH CARRY FORWARD		19,259	FY25 Program interest
105-0000-389.99-10	CASH CARRY FORWARD		7,203	FY24 Program Interest
105-0000-389.99-10	CASH CARRY FORWARD		3,634	FY23 Program Interest
105-0000-334.90-01	SHIP HHRP IAN/NICOLE		101	FY24 HHRP Ian/Nicole Carry Forward
105-0000-334.90-01	SHIP HHRP IAN/NICOLE		14,691	FY23 HHRP Ian/Nicole Carry Forward
	SHIP Fund Total		376,812	
108-0000-381.91-03	TRANSFER FROM / TRF FROM CDBG (103)		14,009	FY25 and prior program income + interest
	Sec 108 Loan Fund Total		14,009	
424-0000-331.35-02	PINEDA CSWY PHASE 2-FED	GRPC2F	830,440	FY25 Budget Roll Amount - Federal amount
424-0000-334.35-02	PINEDA CSWY PHASE 2-STATE	GRPC2S	93,425	FY25 Budget Roll Amount - State amount
	Renewal & Replace Fund Total		923,865	
Total			**1,507,942**	

EXPENSES				
ACCOUNT	DESCRIPTION	PROJECT#	BUDGET	NOTE
001-2100-521.52-40	BULLET PROOF VEST 2024	GR2502	11,433	FY25 Budget Roll - BPV2024-BU-BX-24041206
001-2100-521.52-00	OPERATING SUPPLIES	GR2502	(735)	Additional funds to cover vest costs increase
001-2100-521.52-40	BULLET PROOF VEST 2024	GR2502	735	Additional funds to cover vest costs increase
001-2100-521.14-00	OVERTIME	GR2503	14,012	FY25 Budget Roll Amount
	General Fund Total		25,445	
103-3240-554.12-00	REGULAR SALARIES & WAGES		(8,528)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.13-00	OTHER SALARIES & WAGES		10,771	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.21-00	FICA TAXES		153	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.22-00	RETIREMENT CONTRIBUTIONS		(784)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.23-00	INSURANCES		(12)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.23-04	INSURANCES / MEDICAL		(1,132)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.23-07	INSURANCES / DENTAL INSURANCE		(41)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.23-08	INSURANCES / VISION INSURANCE		(7)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.23-09	INSURANCES / LONG TERM DISABILITY		1	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.24-00	WORKER'S COMPENSATION		(10)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.27-00	BENEFIT OFFSET		(249)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-554.51-00	OFFICE SUPPLIES		(162)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)		9,475	FY25 program income $3,364.75 Yale ln DBI Demo & $6,110 Kathy Hamilton-Brown
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)		106	FY25 program income interest
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)		4,428	FY25 program interest
	CDBG Fund Total		14,009	
104-3240-554.12-00	REGULAR SALARIES & WAGES		(2,835)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.13-00	OTHER SALARIES & WAGES		3,952	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.21-00	FICA TAXES		79	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.22-00	RETIREMENT CONTRIBUTIONS		(240)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.23-00	INSURANCES		(3)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.23-04	INSURANCES / MEDICAL		(343)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.23-07	INSURANCES / DENTAL INSURANCE		(14)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.23-08	INSURANCES / VISION INSURANCE		(2)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.23-09	INSURANCES / LONG TERM DISABILITY		1	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.24-00	WORKER'S COMPENSATION		(2)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.27-00	BENEFIT OFFSET		(76)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.39-00	CONTINGENCY		(1,728)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
104-3240-554.51-00	OFFICE SUPPLIES		(100)	Reduce budget to actual allocation amount
104-3240-554.83-22	COMMUNITY HOUSING DEV ORG		(57)	Reduce budget to actual allocation amount
104-3240-554.83-23	DOWN PAYMENT ASSISTANCE		(30,748)	Reduce budget to actual allocation amount

104-3240-581.91-01	TRANSFER TO / TRF TO GENERAL FUND (001)		1,116	FY23/FY24 Home Admin
104-3240-554.83-00	OTHER GRANTS & AID		1,121	FY25 Remaining Admin
104-3240-554.83-22	COMMUNITY HOUSING DEV ORG		9,738	FY25 CHDO Carry Forward
104-3240-554.83-22	COMMUNITY HOUSING DEV ORG		11,407	FY24 CHDO Carry Forward
104-3240-554.83-22	COMMUNITY HOUSING DEV ORG		12,747	FY23 and prior CHDO Carry Forward
104-3240-554.83-23	DOWN PAYMENT ASSISTANCE		48,693	FY25 First Time Home Buyer Carry Forward
104-3240-554.83-23	DOWN PAYMENT ASSISTANCE		100,920	FY23 and Prior First Time Home Buyer Carry Forward less $53,880 from PO#79508 that rolled
104-3240-554.83-00	OTHER GRANTS & AID		176	FY25 Program interest
	Home Fund Total		153,802	
105-3240-554.12-00	REGULAR SALARIES & WAGES		(8,805)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.13-00	OTHER SALARIES & WAGES		10,194	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.21-00	FICA TAXES		84	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.22-00	RETIREMENT CONTRIBUTIONS		185	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.23-00	INSURANCES		(9)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.23-04	INSURANCES / MEDICAL		(1,307)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.23-07	INSURANCES / DENTAL INSURANCE		(46)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.23-08	INSURANCES / VISION INSURANCE		(8)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.23-09	INSURANCES / LONG TERM DISABILITY		(1)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.27-00	BENEFIT OFFSET		(287)	Update Current Admin allocation (Positions are P/T as of 1/5/26)
105-3240-554.83-00	OTHER GRANTS & AIDS		133,515	FY25 Housing & Urban Development Carry Forward
105-3240-554.83-00	OTHER GRANTS & AIDS		2,004	FY25 Excess Admin Carry Forward
105-3240-554.83-00	OTHER GRANTS & AIDS		180,715	FY24 Carry Forward less $3,375 from PO#81863 & $205 from PO#83871 that already rolled
105-3240-554.83-00	OTHER GRANTS & AIDS		101	FY24 HHRP Ian/Nicole Carry Forward
105-3240-554.83-00	OTHER GRANTS & AIDS		14,691	FY23 HHRP Ian/Nicole Carry Forward
105-3240-554.83-00	OTHER GRANTS & AIDS		13,729	FY25 program income $4,980 abbington surety & $8,749.60 lein 1109 hickory lane
105-3240-554.83-00	OTHER GRANTS & AIDS		1,658	FY24 Program Income - 1510 N Kentucky
105-3240-554.83-00	OTHER GRANTS & AIDS		303	FY25 Program income interest
105-3240-554.83-00	OTHER GRANTS & AIDS		19,259	FY25 Program interest
105-3240-554.83-00	OTHER GRANTS & AIDS		7,203	FY24 Program Interest
105-3240-554.83-00	OTHER GRANTS & AIDS		3,634	FY23 Program Interest
	SHIP Fund Total		376,812	
108-3240-517.71-00	DEBT SERVICE - PRINCIPAL		14,009	FY25 and prior program income + interest
	Sec 108 Loan Fund Total		14,009	
424-4025-536.63-63	PINEDA CSWY PHASE 2-FED	GRPC2F	830,440	FY25 Budget Roll Amount - Federal amount
424-4025-536.63-64	PINEDA CSWY PHASE 2-STATE	GRPC2S	93,425	FY25 Budget Roll Amount - State amount
	Renewal & Replace Fund Total		923,865	
Total			**1,507,942**	

City of Cocoa Budget Adjustment Form FY 2026 - 003-A

Select Adjustment Type: Budget Amendment | Requesting Department #: Finance | Date Prepared: 12/29/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 25,445	Various	General Fund (001) Total		$ 25,445	
$ 14,009	Various	CDBG Fund (103) Total		$ 14,009	
$ 153,802	Various	Home Fund (104) Total		$ 153,802	
$ 376,812	Various	SHIP Fund (105) Total		$ 376,812	
$ 14,009	Various	Sec 108 Loan Fund (108) Total		$ 14,009	
$ 923,865	Various	Water/Sewer Renewal & Replace Fund (424) Total		$ 923,865	
				$ 0	
				$ 0	
				$ 0	
$ 1,507,942 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 25,445	Various	General Fund (001) Total		$ 25,445	
$ 14,009	Various	CDBG Fund (103) Total		$ 14,009	
$ 153,802	Various	Home Fund (104) Total		$ 153,802	
$ 376,812	Various	SHIP Fund (105) Total		$ 376,812	
$ 14,009	Various	Sec 108 Loan Fund (108) Total		$ 14,009	
$ 923,865	Various	Water/Sewer Renewal & Replace Fund (424) Total		$ 923,865	
				$ 0	
				$ 0	
				$ 0	
$ 1,507,942 Total					

Reason/Justification for Adjustment:

To Roll the remaining budgets for any grants still in progress following their reconciliations. See tracking sheet for specific account details
Agenda# 2026-009

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Zoie Badalov — Digitally signed by Zoie Badalov Date: 2026.01.06 10:40:06 -05'00'	Zoie Badalov — Digitally signed by Zoie Badalov Date: 2026.01.06 10:42:28 -05'00'	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2026.02.05 11:53:17 -05'00'
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Department Director's Signature	Lora Howell — Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH Date: 2026.02.05 14:13:08 -05'00' — Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	January 8, 2026
Agenda Date:	February 10, 2026
File ID:	2026-23
Prepared By:	James Mitchell, Water Treatment Manager
Through:	John Walsh, Utilities Director
Requested Action:	To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to Remove the Current Transformer, Install and Test a Remanufactured 1000 kVa 3-Ph Padmount Transformer; Approve a Budget Transfer to the FY2026 Budget, BAF#26-043-T; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $15,163.01 for the Total Combined Project Cost of $166,787.00.

BACKGROUND:

In August 2025, TRC Engineers, Inc. performed Insulation Resistance Testing on all the Dyal Water Treatment Plant (WTP) Substations High and Low Voltage equipment. After tests were performed, TRC Engineers, Inc. noted that Substation 1's 4160 480V 3-Ph Padmount Transformer was performing at half of its rated resistance. Substation 1's Padmount Transformer is estimated to be over 40 years old. Substation 1 controls MCC1, which powers the entire Operations Building, including the Control Room and HSPS1.

This project will be completed by S-Works Construction Corp. utilizing the Equalis Group Cooperative Contract R10-1166D, a competitively solicited Job Order Contracting (JOC) agreement awarded by Region 10 Education Service Center in Texas.

Staff recommends approval of a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D for the removal of the current transformer, installation and testing of a Remanufactured 1000 kVa 3-Ph Padmount Transformer in the amount of $151,623.99. Staff further recommends approval of a resolution authorizing the City Manager to execute change orders in an amount not to exceed $15,163.01, for a total project cost not to exceed $166,787.00. This project is essential to ensure the continued safe and reliable operation of the Dyal WTP and to protect critical infrastructure and personnel.

This is an unbudgeted project. A Budget Adjustment Form (BAF#26-043-T) is necessary to allocate additional dollars from 421-4010-536.39-00 (CONTINGENCY) to 421-4020-536.64-00 (MACHINERY & EQUIPMENT), CA2602.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? No
If not budgeted, is amendment / transfer attached? Yes, BAF#26-043-T

Source/Use of Funds

Account		Amount
421-4010-536.39-00	CONTINGENCY	($166,787.00)
421-4020-536.64-00	MACHINERY & EQUIPMENT	$166,787.00

PREVIOUS ACTION:

RECOMMENDED MOTION:
To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to Remove the Current Transformer, Install and Test a Remanufactured 1000 kVa 3-Ph Padmount Transformer; Approve a Budget Transfer to the FY2026 Budget, BAF#26-043-T; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $15,163.01 for the Total Combined Project Cost of $166,787.00.

CONSTRUCTION RIDER

Work Order #2026-03

Dyal Water Plant Transformer Replacement

MASTER CONTRACT #R10-1166D

THIS CONSTRUCTION RIDER AGREEMENT ("Agreement") is made and entered into this 10th day of February, 2026, between the **CITY OF COCOA**, a Florida municipal corporation ("City" or "Owner") and **S-Works Construction Corporation** authorized to transact business in the State of Florida, with principal offices located at 360 W. Plant St., Ste. 203 Winter Garden, FL 34787, ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with **Region 10 Education Service Center**, a public agency in the state of Texas, and said contract being identified as: **MASTER CONTRACT #R10-1166D** (said original contract being referred to as the "**Original Government Contract**").

2. The Original Government Contract, including all associated Addenda, Appendices, Exhibits and Attachments, including Contractor's Bid Submittal, as included in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit "1"** to this Agreement. All of the terms and conditions set forth in the Original Government Contract (Exhibit "1") are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this Agreement between the Contractor and the City of Cocoa, as follows:

A) Notwithstanding anything in Exhibit "1" to the contrary, the following terms shall be substituted throughout the Original Government Contract: **Region 10 Education Service Center** = City of Cocoa; **Region 10 Education Service Center** Code = Code of the City of Cocoa. Further, references to specifically identified **Region 10 Education Service Center** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit 2** Contractor Quote #Cocoa-25-007 and Exhibit 2 shall constitute a Work Order or Task Order.

C) **Order of Precedence.** Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

i. Change Orders

ii. Construction Rider

iii. Original Government Contract # Master Contract #**R10-1166D** Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. Solicitation #R10-1166, March 28, 2024 and Region 10 Education Service Center (Region 10)

viii. Contractor's Quote

ix. Punchlist

D) **Contract Time.** Notwithstanding anything in Exhibit "1" to the contrary, the term of this Agreement with the City of Cocoa shall take effect on the date of its execution by the City and Contractor and continue until the Project has been completed and accepted by the City. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

i. *Substantial Completion.* The Work shall be substantially completed within Twenty-Five Days (25) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

ii. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall

cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days of Substantial Completion for projects costing less than or equal to $10 million or 45 calendar days of Substantial Completion for projects costing over $10 million.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than 5 calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create a Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include on the Punchlist, without input from the CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete all the Work purchased under this Agreement.

iii. *Final Completion*. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $200 for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and $100.00 for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Contract Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **one-hundred fifty-one thousand six-hundred twenty-three dollars and ninety-nine cents ($151,623.99)** which is consistent with the Original Government Contract and as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included in the Original Government Contract. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

Notwithstanding anything in Exhibit "1" to the contrary, invoices shall be submitted, referencing this Agreement and any Purchase Order to:

City of Cocoa
Finance Department
65 Stone Street
Cocoa, FL 32922

By email to accountspayable@cocoafl.org.

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes

of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

H) **Force Majeure.** Notwithstanding anything in Exhibit "1" to the contrary, any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

I) **Progress Payments.** Notwithstanding anything in Exhibit "1" to the contrary, no payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR. Progress payments may be submitted no more frequently than monthly or, alternatively, in accordance with the following schedule: _____.

In addition to any other reason provided in Exhibit "1", Progress payments may be withheld if:

i. Work is found defective and not remedied;
ii. CONTRACTOR does not provide consent of surety with each payment application;
iii. Another contractor is damaged by an act for which CONTRACTOR is responsible; or
iv. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or (__X__) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR

may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

~~If the OWNER designated an agent to approve any payment requests before submitted to the OWNER for payment above, the OWNER further hereby identifies _____, Attn: _____, as the agent that must approve payment requests prior to their submission to OWNER.~~

J) **Change Orders.** Notwithstanding anything in Exhibit "1" to the contrary, the OWNER, by written change order and without invalidating the Agreement, may order, or at the request of Contractor approve, extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days

after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefor by Change Order.

K) **Final Payment.** Notwithstanding anything in Exhibit "1" to the contrary, OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion, in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Subsection D) above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, because of the failure of CONTRACTOR to cooperate with OWNER, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

L) **Notices**. Notwithstanding anything in Exhibit "1" to the contrary, Notices to the City shall be delivered to:

City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

M) **Public Records.** Notwithstanding anything in Exhibit "1" to the contrary, if Contractor fails to comply with Section 119.0701, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Cocoa, 65 Stone Street, Cocoa, FL 32922, cityclerk@cocoafl.org or 321-433-8484.

N) **Project Manager.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Bryan Slingsby, Chief Operator** by email **bslingsby@cocoafl.gov** or her authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) **Guarantee.** Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be

considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit "1", such guarantees or warranties shall supersede this Subsection.

P) **Miscellaneous.** Notwithstanding anything to the contrary in Exhibit "1", the following provisions are added to the Agreement:

i. **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

ii. **Attorney's Fees.** Unless otherwise expressly provided in this Piggyback Rider, should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

iii. ~~**Performance and Payment Bond.** A performance and payment bond shall be required for this Piggyback Rider in the Form attached hereto as **Exhibit "3**." –~~ **RESERVED**

iv. **Governing Law and Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The Contractor's surety is bound by this provision.

v. **Mediation.** The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their

differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

vi. **E-Verify.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

vii. **Trafficking**. As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the Service Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. **Definition of "Coercion":** "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing

or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. **Definition of "Labor":** "Labor" means that work of economic or financial value.

c. **Definition of "Services":** "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs. Service Provider understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

viii. **Entities of Foreign Countries of Concern.** Service Provider certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

Q) INSURANCE - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY:

_____

Stockton Whitten, City Manager
Or Michael Blake, Mayor

Date: _____

ATTEST:

_____

City Clerk

S-Works Construction Corporation

_____

Chris Perry, Vice President Southeast Director

Date: 1/8/2026

City of Cocoa | PQN 9245614

Dyal Water Plant Transformer Replacement

S-Works Equalis Contract # R10-1166D

City of Cocoa Member ID # EG-0042397

S-Works Construction **Name of Proposer**	R10-1166D **S-Works Contract #**	EG-0042397 **Client Member ID**
360 W Plant St. **Street or Box Number**	9245614 **Equalis PQN No.**	January 2nd, 2025 **Date Submitted**
Orlando, FL 34787 **City, State, Zip Code**		

Please ensure this cover sheet remains with proposal documents, as it contains important Equalis compliance information

January 2, 2026

Bryan Slingsby
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Equalis PQN 9245614 | City of Cocoa | Dyal Water Plant Transformer Replacement

S-Works Construction Corporation is pleased to present our response for the above-named project**.** Enclosed in this proposal you will find the following:

1. **S-Works Proposal Work Plan (Scope of Work Sheet)**
2. **RS Means Line-Item Estimate**
3. **Cover Page & Letter (this document) containing all Equalis Contract Compliance information**

S-Works Construction Corp. is an independent, bonded, full-service general contractor and licensed Class A contractor. Under the leadership of Founder and President Joseph Salama, CEO Rich Ruckman, Chief of Staff Caitie Holliday, and Vice Presidents Camden Seiler and Chris Perry, S- Works Construction offers an array of services to meet the time and cost constraints associated with any construction project. We are a small and mighty company, capable of performing exemplary on this contract. We have over 100 years of combined general contracting experience across our executive and senior leadership teams. Our CEO and Co-Owner, Rich, is on the national Center for JOC Excellence (CJE) board of directors. Over half of our project management staff have the Certified in JOC Professional (CJP) certification through CJE, which signifies them as experienced and highly capable JOC professionals. We are confident in our abilities to meet and exceed all standards and expectations held by City of Cocoa.

Richard Ruckman, Co-Owner and CEO of S-Works Construction Corp. is the authorized representative of S-Works Construction, empowered to sign this proposal and commit S-Works Construction to the representations and obligations contained in this response. We would like to thank City of Cocoa for your consideration. Should you have any questions regarding this proposal, please contact Richard Ruckman at rruckman@sworksconstruction.com or 703-217-9651.

Sincerely,

Richard Ruckman
Co-Owner, Chief Executive Officer

S-WORKS PROPOSAL WORK PLAN

Dyal Water Plant Transformer Replacement
City of Cocoa
Eqaulis PQN 9245614
S-Works Job # Cocoa-25-007
January 2, 2026

1) General:

a) Project Description:

i) Furnish all supervision, labor, transportation, materials, and equipment, to perform all operations necessary to complete the following:

(a) City of Cocoa | Transformer Replacement*: The following scope of work is to define work items associated with the replacement of a transformer located at the Dyal Water Plant for the City of Cocoa*

b) Safety

i) All personnel must adhere to S-Works Safety Requirements and all applicable OSHA, state, and local regulations.
ii) Use of all appropriate personal protective equipment (PPE) is required at all times.
iii) Hard hats, reflective high visibility safety vests, eye protection, safety-toe construction boots, shirts that cover the entire midsection and have sleeves that cover the entire shoulder, and pants that cover the entire leg are required at all times.
iv) ANSI Level 4 cut-resistant gloves are required for all personnel handling tools, materials, or equipment.
v) Additional PPE may be required where administrative and engineering controls do not fully mitigate the identified hazards for the work type.
vi) Personnel working with our around heavy equipment, or when ears are exposed to sound levels exceeding decibels in OSHA 29 CFR 1926.52 Table D2, must wear ear protection while the equipment or activity is in operation.
vii) Personnel exposed to eye or face hazards must wear face protection.
viii) Personnel working around contaminated air/spaces must wear respirators and have a written and approved company respirator protection program.
ix) Personnel working from heights above 6’ must use fall protection.
x) All personnel must attend site-specific safety orientation and perform daily pre-task planning meetings (e.g., Activity Hazard Analysis or equivalent).
xi) All tasks of work will require:
    (1) Activity Hazard Analysis (AHA).
    (2) Letter of designation for competent/qualified persons (as applicable).
    (3) Proof of current First Aid/CPR training.
xii) Unsafe acts or failure to follow site safety requirements will result in, at minimum, immediate removal from S-Works job sites and may lead to termination of contract at S-Works discretion.

c) Submittals:

i) Provide manufacturer’s catalog data, technical data, shop drawings, and samples for the following items in accordance with the contract:
    (1) Schedule of work
    (2) Activity hazard analysis

(3) First Aid & CPR
(4) All applicable submittals and testing for new transformer

d) General Notes for all Work:

i) All work shall be performed in full compliance with the Florida Uniform Statewide Building Code, the National Electrical Code (NEC), and all applicable local codes, ordinances, and regulations, including any amendments or interpretations in effect at the time of the start of construction.

ii) Davis Bacon or other wage scale determinations do not apply.

iii) SCHEDULE:

(1) This work plan provides construction during normal working hours, Monday through Friday, 7:00 AM to 4:00 PM.
(2) To limit disruption to the end user, mobilization will begin only after all required materials are on hand.
(3) The project preliminary schedule of **21** calendar days (**TBD** workdays), starting upon S-Works' receipt of the Notice to Proceed, in accordance with the scope of work, drawings, and schedule provided.
  (a) The project's on-site construction duration of **1-2** weeks.
(4) Completion of the proposed schedule is dependent on the Client's timely review and approval of submittals, RFIs, and other project documentation as outlined in the schedule.
(5) The proposed schedule also assumes consistent and reliable access to all spaces required for daily work activities.
(6) The preliminary schedule does not account for normal projected weather days per the NOAA Weather Days Table.

e) Qualifications:

i) Proposal is based on RFP and Specifications provided by City of Cocoa (via TRC Proposal) dated 8/18/2025 and received on 11/21/2025.
ii) Proposal is based on drawings dated [N/A] by [N/A].
iii) Proposal is based on site visit on [N/A].
iv) Any and all items not specifically identified herein are not included in the base scope of work and subsequently excluded from the cost proposal. All changes will require acceptance by both parties prior to commencement of work.
v) Upon acceptance of this proposal, all line-item estimates provided for pricing and scope clarity shall be consolidated into a single Lump Sum amount. The Lump Sum represents the full compensation for furnishing all labor, materials, equipment, supervision, and services necessary to complete the Work as described in the approved scope, drawings, and specifications. Individual line items shall not be subject to adjustment except as modified by approved change orders.
vi) S-Works does not include the relocation of owner property within the limits of construction.
vii) S-Works does not include Minority Business Requirements or US Citizen requirements.
viii) This proposal is valid for (30) days after the proposal delivery date listed on the cover page. S-Works Construction reserves the right to revise and resubmit proposal scope and cost after (30) days.
ix) Order of precedence: The Agreement governs. This SOW clarifies scope where drawings/specs conflict or are silent.
x) S-Works will provide a full-time on-site superintendent during active construction to coordinate subcontractors, enforce safety, and maintain site housekeeping.
xi) S-Works assumes existing systems are code-compliant; modifications outside contract are not included.
xii) Insurance: Builder's Risk insurance not included.

xiii) Permits: Building permit fees and costs are included (electrical only).
xiv) Testing/Inspections: Third-party testing and special inspections are included as noted in estimate.
xv) Hazardous Materials: Removal, disposal, testing, monitoring, or protection against asbestos, lead, PCB's, or other hazardous materials included for transformer only.
xvi) Utilities: Utility company fees are not included. Relocation/removal of overhead/underground utilities not specifically included are not included.
xvii) Commissioning: Commissioning and coordination with commissioning agents is not included unless noted.
xviii) Owner-furnished items: Delays due to Owner Furnished Contractor Installed equipment/materials are not included.
xix) Temporary Facilities: Not including temporary restrooms, office trailer, storage, site survey, etc.
xx) Payment & Performance Bonds: Not Included.
xxi) No contingency budget for unknown existing conditions has been included.
xxii) One (1) mobilization is included.
xxiii) Protection and restoration of existing materials and finishes have been included.

2) Emergency Response & Site Controls:

a) S-Works will maintain first aid kits and fire extinguishers on site.
b) Emergency contacts and the nearest Hospital and Occupational Health Clinic will be posted in the field office.
c) All incidents, near misses, and injuries must be reported immediately to site supervision.
d) Housekeeping: Work areas will be kept in a neat, orderly, and safe condition. Trash and debris will be removed daily.

3) Scope Of Work:

The contractor shall furnish material and labor to complete the following work per the attached scope of work, identified specifications, proposed schedule and S-Works Safety Requirements:

a) **Division 02 – Existing Conditions**
(1) Demolish and remove existing 4160,480V 3PH padmount transformer
(a) Removal includes hauling and proper disposal offsite as required
ii) Not Included:
(1) Rework of any existing electrical devices, systems, or infrastructure not exclusively related to replacing transformer.
(2) Any additional work required to existing facilities for AHJ acceptance not captured by the scope of work contained within TRC's proposal, which was provided to S-Works Construction by the City of Cocoa on 11/21/2025 (proposal dated 8/18/2025).
(3) Attic stock.
(4) Painting of exposed structure, conduit, or MEP equipment.
(5) Overtime, Holiday, or overnight pay.

b) **Division 26 – Electrical**

(1) Provide and install new Remanufactured 1000 kVa 3-Ph Padmount Transformer
  (a) Oil-Filled, 60Hz, with the following accessories
    (i) Drain & sample valve
    (ii) Dial-type thermometer
    (iii) Liquid level gauge
    (iv) Pressure vacuum gauge
    (v) Pressure relief valve
  (b) Specialty freight and shipping included
  (c) 3-year warranty included
(2) Visual and Mechanical Inspection
  (a) Installation includes verification of:
    (i) alarm, control, and trip settings on temperature and level indicators are as specified.
    (ii) operation of alarm, control, and trip circuits from temperature and level indicators, pressure relief device, gas accumulator, and sudden pressure relay, as applicable.
    (iii) cooling fans and pumps operate correctly and have appropriate overcurrent protection.
    (iv) correct liquid level in tanks and bushings.
    (v) Positive pressure is maintained on gas-blanketed transformers.
    (vi) de-energized tap-changer position is left as specified.
  (b) Installation includes inspection of:
    (i) Physical/mechanical condition, anchorage, alignment, and grounding.
    (ii) bolted electrical connections for high resistance using a torque wrench.
(3) Electrical Tests
  (a) Test all CTs with the following tests:
    (i) Perform insulation-resistance test of each current transformer and wiring-to-ground at 1000 volts dc.
    (ii) Perform a polarity test of each current transformer.
    (iii) Perform a ratio-verification test and exciting current test. On multi-ratio CTs perform test on all nameplate current taps.
    (iv) Perform an excitation test on transformers used for relaying applications on all taps.
    (v) Verify that current circuits are grounded and have only one grounding.
    (vi) Inject 3 phase current through the CT circuit back to the relay/meter to verify protection circuit phasing and direction. Verify that relay/meter current circuit test switches make and break correctly.
  (b) Remove a sample of insulating liquid in accordance with ASTM D 923 and test for:
    (i) Dielectric breakdown voltage: ASTM D 877
    (ii) Acid neutralization number: ASTM D 974
    (iii) Specific gravity: ASTM D 1298
    (iv) Interfacial tension: ASTM D 971
    (v) Color: ASTM D 1500
    (vi) Visual Condition: ASTM D 1524
    (vii) Moisture: ASTM D 1533
    (viii) Power factor: ASTM D 924 (100^{o}C)
    (ix) Dissolved Gas Analysis: ASTM D 3613

ii) Not Included:

(1) Any testing not specifically listed above.
(2) Does not include utility fees, if applicable.
(3) Rework of any existing electrical devices, systems, or infrastructure not exclusively related to replacing transformer.
(4) Any additional work required to existing facilities for AHJ acceptance not captured by the scope of work contained within TRC's proposal, which was provided to S-Works Construction by the City of Cocoa on 11/21/2025 (proposal dated 8/18/2025).
(5) Attic stock.
(6) Painting of exposed structure, conduit, or MEP equipment.
(7) Overtime, Holiday, or overnight pay.

4) ADDITIONAL CLARIFICATIONS:

a) **Special of Long Lead time equipment or materials:**
   i) Transformer, 3-5 week lead time

b) Possible disruption to building personnel and plans to minimize:
   i) Area to be free of owner personnel and pedestrians during construction.
   ii) All locations will be barricaded off during construction.

c) Hazardous Materials:
   i) Demolished transformer, likely to contain PCBs

d) STAFFING PLAN:
   i) SR PM/PX/VP: Christopher Perry
   ii) Project Manager: Holly Davis
   iii) Superintendent: TBD

e) PERMITS:
   i) Electrical Permit.

Estimate List, by estimates

Holly Davis
S-Works Construction Corp.
R10-1166 - Equalis - R10-1166 - Contract - Base Contract Year 1 24-25 - 7/01/2024 to 6/30/2025
Dyal Water Plant Transformer Replacement - COCOA-25-007

Estimator: Holly Davis — Dyal Water Plant Transformer Replacement

Project Scope: Replacement of Transformer for City of Cocoa at the Dyal Water Plant. Based off of bid received from client submitted by TRC

Division Summary (MF04)

01 - General Requirements	$44,225.78	23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$1,014.74
02 - Existing Conditions	$1,100.50	26 - Electrical	$116,833.73
22 - Plumbing	$142.78	**MF04 Total (Without totalling components)**	**$163,317.53**

Totalling Components

Priced Line Items	$163,317.53	Equalis - FL - NNH Coefficient (-7.1600%)	$(11,693.54)
		Grand Total	**$151,623.99**

Estimator: Holly Davis

Totalling Component Details

Description	Item Count	Applicable Amount	Applied Amount	Applied Result	Balance
Priced Line Items Included in Total: Yes Type:Total, Master Format Type: MF04 Values:Total Includes: Priced Filtering: (none)	27	$163,317.53		$163,317.53	$163,317.53
Equalis - FL - NNH Coefficient Included in Total: Yes Type:Percentage (Project Level) Subtotal based on 2 items: "Priced Line Items", "RSMeans ORLANDO, FL CCI 2025Q3"		$163,317.53	(7.1600)%	$(11,693.54)	$151,623.99

Estimator: Holly Davis — **Dyal Water Plant Transformer Replacement**

	Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
01 - General Requirements										
1	01-11-31-20-0010	Equalis fee, charged at a 2% rate Based on subtotal project value (after cost adjustments and permitting) $148,859.96	Project		148,859.9600	0.00	0.00	0.00	2.0000%	$2,977.20
2	01-11-31-20-0060	Construction management fees, for work to $100,000 Management fees, first $100,000.00 of project	Project		100,000.0000	0.00	0.00	0.00	8.9800%	$8,980.00
3	01-11-31-20-0070	Construction management fees, for work to $250,000 Management fees, dollars over $100,000	Project		31,570.7600	0.00	0.00	0.00	8.0800%	$2,550.92
4	01-21-53-50-0500-L	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, minimum (Labor Only) Final finishing minimum for base valuation $131,570.76	Costs		131,570.7600	0.00	2.69	0.00	2.6900%	$3,539.25
5	01-21-53-50-1400-L	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, minimum (Labor Only) No job trailer/storage minimum based on project valuation $131,570.76	Costs		131,570.7600	0.00	0.90	0.00	0.9000%	$1,184.14
6	01-31-13-20-0160	Field personnel, general purpose laborer, average General labor for cleaning, finish repair, etc.	Week	1 CLAB	1.0000	0.00	2,828.70	0.00	$2,828.70	$2,828.70
7	01-31-13-20-0200	Field personnel, project manager, average	Week		2.0000	0.00	3,366.60	0.00	$3,366.60	$6,733.20
8	01-31-13-20-0260	Field personnel, superintendent, average	Week		2.0000	0.00	3,345.05	0.00	$3,345.05	$6,690.10
9	01-41-26-50-0100	Permits rule of thumb, most cities, maximum Permitting based on project valuation $131,570.76	Job		131,570.7600	0.00	0.00	0.00	1.8000%	$2,368.27
10	01-45-23-50-0025	Field testing, for concrete or steel building, maximum Inclusive of all required testing/reports including, but not limited to, turns-ratio tests, insulation power-factor, hot-collar tests, excitation-current tests, watts loss test, ratio-verification, grounding verification, and insulating liquid testing in accordance with ASTM D 923	Week		1.0000	0.00	0.00	0.00	$5,931.29	$5,931.29
11	01-93-13-16-0800	Electrical facilities maintenance, control device, install Liquid level guage for transformer	Ea.	1 ELEC	1.0000	0.00	141.88	0.00	$141.88	$141.88
12	01-93-13-16-4500	Electrical facilities maintenance, transformer maintenance, up to 15 kVA Verifying operation of alarm, control, and trip circuits with new installation	Ea.	1 ELEC	1.0000	0.00	300.83	0.00	$300.83	$300.83
		01 - General Requirements Total				0.00	21,418.10	0.00		**$44,225.78**
02 - Existing Conditions										
13	02-41-19-19-0725	Selective demolition, rubbish handling, dumpster,	Week		1.0000	561.25	0.00	0.00	$561.25	$561.25

Estimator: Holly Davis — **Dyal Water Plant Transformer Replacement**

	Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
		20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Dumpster (1 week)								
14	02-41-19-19-0910	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost Dumpster delivery (initial)	Ea.		1.0000	74.09	0.00	0.00	$74.09	$74.09
15	02-41-19-19-0920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost (2) dump & return trips for dumpster	Ea.		2.0000	232.58	0.00	0.00	$232.58	$465.16
		02 - Existing Conditions Total				1,100.50	0.00	0.00		**$1,100.50**
22 - Plumbing										
16	22-05-23-20-6040	Valves, bronze, relief, pressure, poppet type, threaded, 3/4" Pressure relief valve for transformer	Ea.	1 PLUM	1.0000	112.61	30.17	0.00	$142.78	$142.78
		22 - Plumbing Total				112.61	30.17	0.00		**$142.78**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)										
17	23-09-53-10-2900	Control component, gauges, pressure or vacuum, flanged aluminum case, black ring, 4-1/2" diameter dial Pressure vacuum guage & drain/sample valve for transformer	Ea.	1 STPI	1.0000	558.11	25.59	0.00	$583.70	$583.70
18	23-09-53-10-4120	Control component, thermometers, dial type, liquid type, union connection, 3-1/2" diameter Dial-type thermometer for transformer	Ea.	1 STPI	1.0000	405.00	26.04	0.00	$431.04	$431.04
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total				963.11	51.63	0.00		**$1,014.74**
26 - Electrical										
19	26-00-00-00-1100(R-22)	R-22 Crew - 2025 - RSMeans Standard Books O&P Electrical Crew - R-22 (2025 - RSMeans Standard Books) Labor Hours: 37.28 Equip Hours: 0 Daily Hours: 37.28 Code: ELEC Description: Electricians Daily: 1758.4	Day	R-22	4.0000	0.00	3,749.09	0.00	$3,749.09	$14,996.36
20	26-05-05-25-4851	Transformer, 5 or 15 kV primary, 277/480 V secondary, 1,000 kVA, electrical demolition, remove, includes support, wire & conduit termination	kVA	R-03	1,000.0000	0.00	1.62	0.18	$1.80	$1,800.00

Estimator: Holly Davis — **Dyal Water Plant Transformer Replacement**

	Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
		Demolition of existing transformer in place								
21	26-05-05-25-4851-4040	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, factory or warehouse (Modified using 26-01-02-20-4040) Demolition of existing transformer in place	kVA		1,000.0000	0.00	0.16	0.00	$0.16	$160.00
22	26-05-05-30-0300	Alarm or option items, electrical demolition, remove Demolition of transformer accessories (alarm, thermometer, guage, etc.)	Ea.	1 ELEC	1.0000	0.00	243.36	0.00	$243.36	$243.36
23	26-05-26-80-9000	Grounding, minimum labor/equipment charge Grounding minimum	Job	1 ELEC	1.0000	0.00	202.95	0.00	$202.95	$202.95
24	26-12-19-10-0500	Transformer, oil-filled, 15 kV with taps, 480 V secondary 3 phase, 1,000 kVA, pad mounted	Ea.	R-03	1.0000	83,469.10	7,706.64	869.26	$92,045.00	$92,045.00
25	26-12-19-10-0500-4040	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, factory or warehouse (Modified using 26-01-02-20-4040) Adjustment for transformer labor in occupied building	Ea.		2.0000	0.00	761.06	0.00	$761.06	$1,522.12
26	26-12-19-10-0500-6210	Labor adjustment factor (electrical), movement of material and equipment through finished areas (Modified using 26-01-02-20-6210) Adjustment for transformer handling through finished building	Ea.		2.0000	0.00	507.37	0.00	$507.37	$1,014.74
27	26-22-13-90-5320	Transformer handling, add to normal labor cost in restricted areas, approximately 5,000 pounds, 1,000 kVA	Ea.	3 ELEC	1.0000	0.00	4,849.20	0.00	$4,849.20	$4,849.20
		26 - Electrical Total				83,469.10	32,315.37	1,049.26		**$116,833.73**

Estimate Grand Total **151,623.99**

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

November 1, 2024

To: All Departments

Subject: Approved use of Equalis Group contract R10-1166D

The Purchasing Division has reviewed Equalis Group contract R10-1166D with S-Works Construction Corporation for Job Order Contracting and has confirmed that the terms are acceptable for Departmental use through its expiration of June 30, 2027 with possible extensions through June 30, 2029. Construction agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Equalis Group is a Public Sector purchasing cooperative which delivers compliant, publicly procured cooperative agreements. Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (Region 10) in Texas and The Cooperative Council of Governments (CCOG) in Ohio to conduct competitive procurements which are then made available to all public agencies.

Region 10 Education Service Center (Region 10), issued RFP #R10-1166 for Job Order Contracting (JOC) (2024 Rebid) on March 28, 2024 and subsequently entered into Contract #R10-1166D with S-Works Construction Corporation (S-Works).

Additional information regarding the procurement process and contract award can be found on the S-Works page at the Equalis Group website, including the S-Works products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and S-Works, and pricing/discount model.

Job order contracting (JOC) is a project delivery method that allows organizations to efficiently manage numerous, smaller construction projects through a single, long-term contract. Instead of bidding each project individually, JOC establishes pre-determined unit prices for common construction tasks. This streamlines the process, reduces administrative costs, and enables faster project completion. JOC is commonly used for maintenance, repairs, renovations, and minor construction projects.

The contractor will utilize the RSMeans job books as a comprehensive tool for estimating project costs. By breaking down construction projects into specific tasks and providing detailed cost information for labor, materials, and equipment. The Contractor will provide a project estimate derived from the job book to determine unit costs for various construction activities, adjust for local market conditions, and calculate overall project expenses. This ensures that bids are competitive and profitable while providing clients with transparent cost breakdowns.

Departments wishing to utilize this contract must first reach out to the Purchasing Division with the project scope and good faith estimate for construction. The Purchasing Division will then issue a job order number and provide a draft "Construction Rider" document.

The Department will then contact the Contractor using the contract information provided below:

Chris Perry
Vice President
Director of Southeast
(843) 813-6558
Orlando, Florida
cperry@sworksconstruction.com
http://www.sworksconstruction.com

The Contractor will schedule a site visit with the Department Project Manager to put together the project requirements. If the Contractor's capabilities and estimated costs are acceptable to the Department, the Department will then complete the Construction Rider which will set the terms and conditions of the project such as the cost and schedule.

The Contractor must accept the Terms and Conditions issued along with the Construction Rider. If the project is greater than $200,000 a performance and payment bond is also required by law. If the project cost is greater than the City Manager's purchasing authority, the department must obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Master Contract R10-1166D
   https://equalisgroup.org/wp-content/uploads/2024/07/Agreement-S-Works-Region-10-JOC-Master_Redacted.pdf

2. Award Letter
   https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Award-Letter-S-Works.pdf

3. Agency Scoring Results
   https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Bid-Tabulation-2.pdf

4. Contractor Submittal
   https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-RFP-Response-S-Works_Redacted.pdf

RESOLUTION NO. 2026-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE DYAL WTP TRANSFORMER REPLACEMENT (CA2602) IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 10th, 2026, the City Council authorized the City Manager to proceed with the Dyal Water Plant Transformer Replacement (CA2602), subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Dyal Water Plant Transformer Replacement (CA2602), provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $166,786.99 budgeted by the City Council for the project inclusive of the 10% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 10th, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2025

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

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

PRODUCER	CONTACT NAME: Boyd Martin
Insurance Partners, LLC 32 West Rd Ste 200B Towson, MD 21204-2320	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: bmartin@insurancepartnersllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	26263
INSURER B : Erie Insurance Exchange	26271
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

S-Works Construction Corp
212 E. Market Street
Leesburg, VA 20176

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Q61-0534760	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Q03-0140844	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			Q27-0173885	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WMD 5080908 00	11/8/2024	11/8/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Cocoa is included as an additional insured with respect to General Liability per endorsement CG2038, when required by written contract or agreement, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Richard H Bagby

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

© Insurance Services Office, Inc., 2012

REQUEST FOR PROPOSAL #R10-1166 FOR: Job Order Contracting

March 28, 2024

Section One:

Part A – Introduction & Scope

Part B – Instructions to Respondents

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2. ROLE OF THE EQUALIS GROUP 6
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REQUEST FOR PROPOSAL FOR Job Order Contracting

EDUCATION SERVICE CENTER, REGION 10
400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184

Publication date	03/28/2024
Product or service	Job Order Contracting
RFP #	R10-1166
Proposal due date	04/26/2024
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals on behalf of itself and the national Equalis membership for the procurement of Job Order Contracting. Responses will be accepted until April 26, 2024 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Teams meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org at least 24 hours before the deadline for submissions to receive an invitation. The bid opening will begin at 2:00 pm Central Time on April 26, 2024 after all submissions have been received.

In general, cooperative members will reference this RFP when purchasing or "piggybacking" on a contract awarded from this procurement process. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing cooperative.

Faxed, emailed, or mailed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically on the forms provided as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Only responses received by the date and time specified will be considered.

PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration.

The Region 10 ESC Board of Directors may approve awarding this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

Vendors who do not submit a signed contract signature page will be eliminated from consideration.

This RFP consists of three sections and one Excel attachment:

Section One:
- Part A – Introduction and Scope
- Part B – Instruction to Respondents and Award Process

Section Two:
- Proposal Submission and Required Forms

Section Three:
- Part A – Vendor Contract and General Terms and Conditions
- Attachment A – Equalis Group Administrative Agreement
- Attachment C – State Notices

Attachment B
- Pricing

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MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Job Order Contracting for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

The use of the Master Agreement by any Public Agency is preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program, and by using the Master Agreement, any such Public Agency agrees that it is registered with Equalis Group, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, which can be accessed at https://equalisgroup.org/member-registration/, or as otherwise agreed to. . Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

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SECTION ONE: PART A – INTRODUCTION AND SCOPE

1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER

1.1. Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, to all other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("Contract") for the goods or services solicited in this invitation.

1.2. Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

1.3. The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

2. ROLE OF THE EQUALIS GROUP

2.1. Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the Member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

3. CUSTOMER SERVICE

3.1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.

3.2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.

3.3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

4. PRODUCTS AND SERVICES COVERED (SCOPE)

4.1. It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Job Order Contracting. Such offerings include but are not limited to the furnishing of all labor, materials, equipment, and supervision for maintenance, repair, alteration, renovation, remediation or minor construction of Region 10 ESC and Participating Public Agencies through the Job Order Contracting Services. Minor construction may include the demolition and/or construction within an existing facility and limited pre-construction design services (i.e. professional services).

Project Delivery Order Procedures

The participating public agency may make a request of the contractor under this contract when the agency has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the agency as soon as possible. Contractor shall visit the agency site and conduct a walk- through/project scoping with the agency representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from the agency to include, but not limited to, hazardous materials surveys and other relevant documents.

The contractor and the participating public agency will agree on the time when the job order proposal will need to be reviewed for approval by the agency. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, the bid coefficient, and any applicable cost additions agreed upon by the participating public agency.

Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the unit price book (UPB) for that scope of work which must be reviewed and agreed to by the participating public agency prior to their issuance of a PO and DO.

Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The agency may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any other cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The participating public agency will then review the proposal and if the agency's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.

In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the agency within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the agency's designated agent. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long-term job order requirements.

Terms and Conditions for Job Order Contracting (JOC)

Installation: Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

HUBs, MWBE's and SBEs: Region 10 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, all subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Public agency may have goals for subcontracting requirements and will require

Buyer Delays: The prime contractor will negotiate with the public agency for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

Construction Contract Requirement: Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the public agency. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the public agency, it must be clearly defined and agreed to by the public agency and the prime contractor prior to the start of the project.

Construction Schedule: The public agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The public agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

Coordination: The contractor and the public agency shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

Condition and Delivery of Construction Material: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

Insurance: The contractor at their expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or another applicable jurisdiction. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that Region 10 ESC, Equalis Group and its agents have been named as additional insured. If the public agency has higher insurance than those requirements may be added as an addendum to the purchase order.

Certificates of Insurance: Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the participating agency prior to commencement of work. The insurance company shall be licensed in the state in which the work is being performed under this contract. The Vendor shall give the public agency a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The vendor will add the public agency as an additional insured if requested at the cost of the vendor.

Contractor's Liability Insurance Minimum Coverage

Employer's Worker’s Compensation insurance: Statutory

Employer's liability / Bodily injury by accident Each Occurrence: $100,000.00

Employer's liability / Bodily injury by disease Each Employee: $100,000.00

Policy Limit: $2,000,000.00

Commercial General Liability: Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions.

Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage: Minimum Coverage

Single limit $500,000.00

Unimpaired aggregate $500,000.00

Comprehensive automobile liability: Minimum Coverage

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage Each Person $250,000.00

Bodily damage Each Occurrence $500,000.00

Property damage Each Occurrence $250,000.00

Labor Practices: The prime contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the public agency. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the public agency must be limited to only those approved by the public agency.

The method and manner of performance must be stated: employees of the prime contractor are not employees of the public agency. The level of competency of the personnel will be subject to approval by the public agency. The prime contractor must agree to comply with all local, state and federal laws. Prime contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. Prime contractor must establish procedures to deal with fire, theft, and storm damage. Prime contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the public agency's employees.

Public agency shall have the right to require prime contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

Prime contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

Project Completion: Upon completion of the work, the contractor shall present the public agency with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the public agency.

If the public agency discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

Public Works: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

Restoration: The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the public agency.

Retention: Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the public agency and the contractor.

If the public agency and the prime contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the prime contractor must provide the public agency with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

Rules, Regulations & Codes: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the public agency of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

Contractor must advise the public agency whenever work is expected to be hazardous to public agency employees or their charges (i.e. school children, citizens, etc.).

Worksite: The condition of the site before start-up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Upon prior written agreement between the prime contractor and the public agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the public agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of the public agency as an additional insured upon the public agency’s request. Additionally, if stored offsite, the materials must also be clearly identified as property of the public agency and be separated from other materials. The public agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the public agency, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to

the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Architect and Engineer Plan: The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with the public agency. Architect and engineering services are not being requested in this RFP and will be rejected by Region 10 ESC if offered in the State of Texas.

Design Requirements and Permits: The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the public agency's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the public agency's concurrence. However, selection for engineering or architectural services shall be in accordance with state statutes.

Micro Estimating: In estimating delivery orders the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the public agency. This should be avoided and will be looked for during price verification.

UPB Division Exceptions: Region 10 ESC and public agencies retain the right to designate sections of the Unit Price Book as unacceptable for use. It shall be the public agency's responsibility to identify any such designations in writing to the contractor before any work commences.

4.2. National Scope: This RFP will be used to establish cooperative contract(s) that will be made available to the national Equalis membership in all 50 states. Respondents are not required to provide national coverage in order to be considered for award: Region 10 ESC may award multiple local and/or regional vendors to cover as much of the national membership as possible.

5. PRICING

5.1. **Attachment B:** All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Respondents have the option to propose pricing in all or any of the following.

5.2. **Auditable Pricing**. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered for award. Region 10 ESC requires the use of a unit pricing model and the unit price book (UPB) Region 10 ESC prefers is the RS Means price book. Pricing must be submitted as a coefficient of the Unit Price Book's line item prices. The RS Means price book published quarterly updates will be allowed if available. In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.

Proposers are welcome to submit a proposal regionally or statewide providing a matrix that address the following:

- Coefficients Regular Hours – the priced coefficients for each State, Region or City outlined below that you are willing to work in shall be listed for regular hours * (State your regular hours spanning from A.M. to P.M.)
- Coefficient After Hours – the priced coefficient for weekends, holidays and hours outside of regular hours.
    - Recognized holidays include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve.
- The coefficient must be rounded to the nearest second decimal place, e.g. .352 would be rounded to .35.

Non-pre-priced Items: Items that are not found in the RS Means unit price book will be listed as "non-pre-priced." This does not include previously discussed minor design costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by the public agency. Once approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

- Other Restrictions and Fees: All other fees or restrictions must be provided. Examples such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction that may be associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

5.3. **Not to Exceed Pricing**: Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available for similar product and service purchases.

5.4. **Administrative Fees**. Pricing provided shall include the administrative fee paid to Equalis Group.

5.5. **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal**. Cost Plus can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered.

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SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS

6. SUBMISSION FORMAT AND COMMUNICATION

6.1. It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

6.2. **Response Submission**: All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

6.2..1. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the Members and to waive any informality in the proposal process. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.

6.2..2. Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Section Two, Proposal Form #19).

6.3. **Proposal Format**: The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed except where specifically requested in the RFP. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.

6.4. **Time for receiving proposals**: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals submitted after the submittal time and deadline will be considered.

6.5. **Inquiries and/or discrepancies**: Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

6.6. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent**.

6.6..1. The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

6.6..2. Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

6.6..3. The communications prohibition shall not apply to the following:

- Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board

6.6..4. Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

7. ADDENDA

7.1. If required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

8. CALENDAR OF EVENTS

Event	Date:
Issue RFP	03/28/2024
Deadline for questions	04/18/2024
Issue Addendum/a (if required)	04/19/2024
Proposal Due Date	04/26/2024
Approval from Region 10 ESC	06/19/2024
Contract Effective Date	07/01/2024

9. CONDITIONS OF SUBMITTING PROPOSALS

9.1. **Amendment of Proposal**: A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

9.2. **Withdrawal of proposals**: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

- No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

9.3. **Clarifications**: Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further

consideration nor will it provide any information about other Respondents' proposals or prices.

9.4. **Best and Final Offer**: Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

9.5. **Specifications**: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

- References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

9.6. **Quality of Materials or Services**: Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

9.7. **Deviations and Exceptions**: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

9.8. **Formation of Contract**: A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. **The prospective vendor must submit a signed Vendor Signature Form with the response,** thus eliminating the need for a formal signing process.

9.9. **Estimated Quantities**: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this

solicitation. The annual volume for this contract is estimated to be over $50 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

The maximum aggregate contract price is $50,000,000.00 and will be the amount allocated to Region 10 ESC's Job Order Contracting Services; each Participating Public Agency shall have a separate maximum aggregate contract price of $50,000,000.00. There is no guarantee that this amount will be distributed on a proportionate basis between the selected Contractors; there is no guarantee of the number of orders or the dollar value of the orders. All orders that will be issued under this contract are unspecified at the time of bidding. orders issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; orders issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the Special Conditions section of this solicitation.

9.10. **Multiple Awards**: Membership includes a large number of potential entities which may utilize this contract throughout the nation. To assure any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC. A multiple award shall be limited to the least number of vendors Region 10 ESC in its sole discretion determines to be necessary to meet the requirements of the Equalis membership.

9.11. **Non-Exclusive**: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating Members. Region 10 ESC and participating Members reserve the right to obtain like goods and services from other sources.

10. AWARD PROCESS

10.1. **Award or rejection of proposals**: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to Member, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on statistically representative criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

10.2. **Evaluation Process**: In evaluating the responses the following predetermined criteria is considered:

- Products/Pricing (30 Points)
    - Coverage of products and services

- Ability of offered products and services to meet the needs requested in the scope
- Competitive pricing for all available products and services, including warranties if applicable
- Ability of Customers to verify that they received contract pricing
- Payment methods
- Other factors relevant to this section as submitted by the Respondent

- Performance Capability (25 Points)
  - Job order contracting experience and capabilities
  - Implementation and support plan
  - Project management capabilities
  - Performance bonding
  - Customer service/problem resolution
  - Financial condition of vendor
  - History of meeting products and services deadlines
  - Other factors relevant to this section as submitted by the Respondent
- Qualification and Experience (25 Points)
  - Respondent reputation in the marketplace
  - Past relationship with Region 10 ESC and/or Region 10 ESC members
  - Experience and qualification of key employees
  - Past experience working with the public sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
  - Minimum of 5 public sector customer references relating to the products and services within this RFP
  - Company profile and capabilities
  - Exhibited understanding of cooperative purchasing
  - Certifications in the Industry
  - Other factors relevant to this section as submitted by the Respondent
- MWBE Status and/or Program Capabilities (10 Points)
  - MWBE status, subcontractor plan, and/or joint venture program
  - Good faith efforts to involve MWBE subcontractors in response
  - Demonstrated ongoing MWBE program
- Commitment to Service Equalis Group Members (10 Points)
  - Marketing plan and capability
  - Ability to manage a cooperative contract
  - Commitment to supporting agencies to utilize the contract
  - Other factors relevant to this section as submitted by the Respondent

10.3. **Competitive Range**

- It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination.

Responses not in the competitive range are unacceptable and do not receive further award consideration.

10.4. **Evaluation Committee**

- A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

10.5. **Past Performance**

- A vendor's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer. Other evaluation criteria notwithstanding, Region 10 ESC reserves the right to disqualify respondents based on past experience alone.

11. TAXES

11.1. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

12. PROTEST OF NON-AWARD

12.1. **Protest Procedure**: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at https://pol.tasb.org/Policy/Code/374?filter=EF, and it must be on a form provided by Region 10 ESC, which will include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

13. NON-COLLUSION, EMPLOYMENT AND SERVICES

13.1. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
- It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

14. LIMITATION OF LIABILITY

14.1. **WAIVER**: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ADMINISTRATORS OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

14.2. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

REQUEST FOR PROPOSAL #R10-1166 FOR:
Job Order Contracting

March 28, 2024

Section Two:
Proposal Submission, Questionnaire and Required Forms

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

- ☐ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

- ☐ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☐ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☐ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☐ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☐ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☐ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☐ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- ☐ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☐ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☐ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☐ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☐ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☐ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☐ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☐ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☐ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☐ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Click or tap here to enter text.
	What is the mailing address of your company's headquarters?	Click or tap here to enter text.
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Click or tap here to enter text.
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the required administrative fee?*	Click or tap here to enter text.
	Do you offer any incentives for customers? If yes, please describe.	Click or tap here to enter text.

Ability of Customers to verify that they received contract pricing	*Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.*	Click or tap here to enter text.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	*Please provide a high-level overview of the job order contracting services being offered and how they address the scope being requested herein.*	Click or tap here to enter text.
	Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.	Click or tap here to enter text.
	Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.	Click or tap here to enter text.
	Outline applicable innovative solutions or value-added services that differentiate your company from competitors.	Click or tap here to enter text.
	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Click or tap here to enter text.
	Outline any value-added capabilities not already addressed.	Click or tap here to enter text.
Implementation and support plan	*Describe your company's implementation and training plan for new customers.*	Click or tap here to enter text.
	Outline what ongoing communication and support is available to customers and key stakeholders.	Click or tap here to enter text.

	Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.	Click or tap here to enter text.
Project management capabilities	*Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.*	Click or tap here to enter text.
	Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.	Click or tap here to enter text.
	Describe your quality control processes including inspections, testing, and quality assurance measures.	Click or tap here to enter text.
	Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.	Click or tap here to enter text.
Performance bonding	*Provide your company's performance bond plan as described in the scope herein.*	Click or tap here to enter text.
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Click or tap here to enter text.
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Click or tap here to enter text.
	What was your annual sales volume over last three (3) years?	Click or tap here to enter text.
History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Click or tap here to enter text.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Click or tap here to enter text.
Qualification and Experience (25 Points)		

Respondent reputation in the marketplace	*Provide a link to your company's website*	Click or tap here to enter text.
	Please provide a brief history of your company, including the year it was established.	Click or tap here to enter text.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?*	Click or tap here to enter text.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:* ** Executive Support* ** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	Click or tap here to enter text.
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	Click or tap here to enter text.
	What is your strategy to increase market share in the public sector?	Click or tap here to enter text.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	Click or tap here to enter text.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	Click or tap here to enter text.
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	Click or tap here to enter text.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	

Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Click or tap here to enter text.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	*Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone*	Click or tap here to enter text.
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	Click or tap here to enter text.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	*Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?*	Click or tap here to enter text.
Demonstrated ongoing MWBE program	*Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*	Click or tap here to enter text.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Click or tap here to enter text.

	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Click or tap here to enter text.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Click or tap here to enter text.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	Click or tap here to enter text.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	Click or tap here to enter text.
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	Click or tap here to enter text.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Signature of Respondent

_____

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

_____ _____

Signature of Respondent Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR _____

ADDRESS _____

_____

_____

PHONE _____

FAX _____

RESPONDANT

_____
Signature

_____
Printed Name

_____
Position with Company

AUTHORIZING OFFICIAL

_____
Signature

_____
Printed Name

_____
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _____
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____Company Name

Address

_____City

State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Title

_____

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? __
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? ___
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? ___
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? ___
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? ___.
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? ___
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? ___
(Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? ___
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? ___
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

_____

Signature of Respondent Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	**Address**	**Interest**

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name *City*

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires , 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d) The form may be used "as-is", subject to edits as described herein.
    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	☐ Sole Proprietorship	☐ Limited Liability Partnership
	☐ Limited Partnership	
☐ Corporation	☐ Limited Liability Corporation	☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this ___ day of _____, 2 __. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

_____ _____

Date *Authorized Signature & Title*

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract July 1, 2024 to June 30, 2026

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

REQUEST FOR PROPOSAL #R10-1166 FOR: Job Order Contracting

March 28, 2024

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2024, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Job Order Contracting ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Vendor's promise**: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Vendor contract documents**: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures**: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment tis a waiver of all claims except unsettled claims previously made in writing.

8.4 **Performance and Payment Bonds** (in applicable states)**:** Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Regino 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.5 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall notify participating agency of any/all subcontract proposed to complete the work prior to commencing work on the project. The Vendor shall provide notification in a timely manner, allowing the participating agency sufficient time for requisite review. Participating agencies explicitly reserve the right to reject any proposed subcontractor. Pursuant to relevant legal provisions, participating public agencies retain the right to request verification of compliance and to confirm said compliance from any subcontractor engaged in activities under this Agreement. Any/all subcontracts selected by Vendor shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract **July 1,2024** **to** **June 30, 2026**

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of July 1, 2024 (the "**Effective Date**"), is entered into by and between Winning Supplier, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Region 10 issued request for proposal ("**RFP**") #R10-1166 on behalf of Region 10 and Equalis Group Members for Job Order Contracting ("**Products & Services**") and awarded a contract to Winning Supplier.

C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #contract number effective as of July 1, 2024 to provide Products & Services to Equalis Group Members.

D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.

E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.

F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.

G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".

H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").

Appendix A defines Winning Supplier's reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges

and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: _____

Street Address: _____

City/St/Zip: _____

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5540 Granite Parkway, Suite 200

Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER	**EQUALIS GROUP, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 *(Where available or applicable)*
	Product Category level 3 *(Where available or applicable)*
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total $ (without deviations)
	Distributor Landed Cost Total $ (with mfr deviations)
	Customer Purchase Total $ *required
	Admin Fee % *required
	Admin Fee $ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. **Corporate Commitment**. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. **Sales Commitment**. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. **Marketing Commitment**. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") (percentage to be negotiated) of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Construction Corp.

R10-1166 – Job Order Contracting (JOC)

Submitted By: S-Works Construction Corp.

Due: April 26th, 2024 @ 2:00PM CDT (3PM EST)

Construction Corporation

April 26th, 2024

Education Service Center, Region 10
400 E. Spring Valley Rd,
Richardson, TX 75081

Re: S-Works Construction Corp. Response to R10-1166 Job Order Contracting

S-Works Construction Corporation is pleased to present our response for the Education Service Center, Region 10's **RFP #R10-1166 Job Order Contracting.** The following Proposal Form Checklist outlines the contents of this response.

S-Works Construction Corp. is an independent, bonded, full-service general contractor and licensed Class A contractor. Under the leadership of Founder and President Joseph Salama and CEO Rich Ruckman, S-Works Construction offers an array of services to meet the time and cost constraints associated with any construction project. We are a certified Virginia SWaM contractor as a small, micro business, and we hold both the SLBE (formerly LDBE) certification and Maryland SBR certification. We are currently pursuing our 8(a) certification with the SBA, our Virginia DBE certification with SBSD, and our Maryland MBE certification through MDOT. We are a disabled owned business and have held the DOBE Disability IN certification.

Richard Ruckman, Co-Owner and CEO of S-Works Construction Corp. is the authorized representative of S-Works Construction empowered to sign this proposal and commit S-Works Construction to the representations and obligations contained in this response. We would like to thank the County of Spotsylvania for your consideration. Should you have any questions regarding this proposal, please contact Richard Ruckman at rruckman@sworksconstruction.com or 703-217-9651.

Sincerely,

Richard Ruckman
Co-Owner and Chief Executive Officer

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

- [X] **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

- [X] **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- [X] **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- [X] **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- [X] **PROPOSAL FORM 5: DEBARMENT NOTICE**
- [X] **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- [X] **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- [X] **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- [X] **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- [X] **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- [X] **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- [X] **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- [X] **PROPOSAL FORM 13: FEMA REQUIREMENTS**
- [X] **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- [X] **PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- [X] **PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**
- [X] **PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- [X] **PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- [X] **PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**
- [X] **PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- [X] **PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- [X] **PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- [X] **PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

Please note: S-Works has altered this checklist to align with the attached proposal forms numbering and titles. This checklist is different from the checklist provided in the RFP starting at Proposal Form 13: FEMA Requirements

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	S-Works Construction Corp.
	What is the mailing address of your company's headquarters?	212 E. Market St. Leesburg, VA 20176
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Richard Ruckman, Chief Executive Officer. rruckman@sworksconstruction.com 703-217-9651
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the required administrative fee?*	Yes
	Do you offer any incentives for customers? If yes, please describe.	S-Works offers line-item estimate discounts on large quantity scopes of work; for example with K-12 work we generally offer painting line discounts when multiple schools or buildings are being painted under one contract.

Ability of Customers to verify that they received contract pricing	*Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.*	Our scope and project deliverable quality control begins with our construction of a detailed SOW and drawing (as needed) of the clients project to ensure our full understanding, this document is provided to the client before our estimate to ensure we capture the full extent of the work and deliverable. This also limits changes later on, as the scope of work is set from the beginning, through a throughout understanding with the client. This process ensures all scope is encompassed prior to bid submission.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	S-Works is a small business who operates on a Net 30 payment system. Payments are submitted in draft form (pencil copy) prior to the end of the month for the clients review, and then submitted via the client's invoice process once approved.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	*Please provide a high-level overview of the job order contracting services being offered and how they address the scope being requested herein.*	S-Works has over (60) combined years of JOC experience with over (10) operations members directly experienced in every facet of Job Order Contracting. We have helped K-12, municipality and even federal clients to learn and grow their JOC capabilities. No project is too small or too big to handle, and we are capable of bidding, running and closing almost any work type through all of the CSI divisions offered through most standard price books.
	Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.	[redacted]
	Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.	S-Works prides itself on the longstanding relationships we build with our sub-contracting partners, which have been with us since our founding. Always being open to growth; we are always open to recommendations, which we thoroughly vet via recommendations and industry supplier referrals. Each year both our new and existing partners go through a renewal process; whereby we inspect their insurance and safety records to ensure they continue to be a safe and effective choice for our clients.
	Outline applicable innovative solutions or value-added services that differentiate your company from competitors.	S-Works Construction prides ourself on being a small business capable of prioritizing and customizing the needs of all clients, while upholding a personal customer service experience. Our flexibility and proactive approach to construction has been advantageous to both clients and end users for several reasons, including but not limited to quick response times, involvement in projects from conceptualization to close-out, self-design assist efforts, and a positive working relationship between all parties.
	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	S-Works has (2) primary office locations; Leesburg, VA and Orlando, Fl. Both offices are fully functional with staff available for all of our client's JOC needs. For projects outside of these states, we have multiple connections to local sub-contracting teams ready and available for client support as needed to support this JOC contract.

	Outline any value-added capabilities not already addressed.	S-Works is able to self-preform many of the division 2 demo and 9 finish trades, allowing us to same time and money through direct buying materials and scheduling our own crews to preform the work. We are also a small business and with that have less overhead, allowing our pricing to be far more competitive than the standard industry.
Implementation and support plan	*Describe your company's implementation and training plan for new customers.*	S-Works provides an in-person presentation to all new and prospective clients, where we showcase our past performance and current capabilities. This is inclusive of a combination PowerPoint presentation, as well as a printed placemat with POC's and client references for the clients to reference.
	Outline what ongoing communication and support is available to customers and key stakeholders.	S-Works's team members are dedicated to customer service with all our clients, subcontractors, vendors, etc. We offer customer service support 24/7/365 days a year. S-Works Construction Customer Service Department is in operation Monday-Friday from 7:00 am – 4:00 pm. After hours we have dedicated team members that respond to calls.
	Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.	S-Works has implemented an OSHA approved safety plan; inclusive of toolbox talks, quarterly operations and communications meetings and site safety programs. These are tailored to each site's individual location and needs but is always inclusive of a job board with OSHA and state safety information as well as a listing of nearby medical facilities.
Project management capabilities	*Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.*	S-Works's staff is trained in P6, Microsoft Project and Excel allowing them to produce and update project schedules, including the production of baseline, monthly progress and 2 & 3 week look aheads. We tailor our project management to each client's individual needs, as determined in the initial project scope or specifications review.
	Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.	S-Works utilizes both Procore & E-Builder to capture, store & distribute project related documentation. These programs allow client, A/E, subcontractors, and other project staff to see real time status reports on each document, as well allow these documents to be assigned for individual review.
	Describe your quality control processes including inspections, testing, and quality assurance measures.	S-Works implements a three phased approach to our quality control process; which starts with our pre-project review of all submitted equipment, material, and products. We then implement on-site review of the same materials when received on-site; to ensure the correct products are being installed. We then finish out our quality control process, by conducting on-site inspections to ensure these products, materials & equipment are installed to manufacturer specification.
	Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.	S-Works prides itself on our agility and staff member's capabilities to manage multiple contracts and clients. With a focus on JOC style contracting, our team members are accustomed to managing multiple projects, in various stages. S-Works allocates work to its staff based on the client, to ensure a continuous POC for the life of the contract. We weekly check in with each staff member, to assess project load and move support resources around as their project load fluctuates.
Performance bonding	*Provide your company's performance bond plan as described in the scope herein.*	S-Works maintains a strong financial position and growing bonding capacity, allowing us to obtain performance bonds for projects of varying sizes and complexities. This ensures that we can support the requirements of public agency contracts under the JOC framework.
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you*	S-Works Construction employees remain available to clients via email and phone after hours to ensure all needs and emergencies are addressed swiftly. For emergency situations our CEO is directly available at 703 217-9651.

	resolve issues, number of service centers, etc.).	
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	S-Works would be happy to provide this information upon request; after bid award.
	What was your annual sales volume over last three (3) years?	[redacted]
History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	S-Works has standardized its' bidding processes to align with standard JOC framework; ensuring a 2-week proposal delivery once all SOW has been confirmed. For emergency projects we are capable of quicker proposal delivery timelines based on the complexity of the project. Our project specific completion and close-out timelines are driven by material availability, and overall schedule production but is very transparent to ensure client satisfaction.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	S-Works utilizes two systems for our EPR reporting, each capable of producing and supplying customer specific data. Our finance software creates, tracks and summarizes individual billings (usually AIA) as well as client receivable summaries. Our workforce ERP captures, stores and reports our resource use for each individual project, from both a single resource and multi resource report format.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	At present, S-Works Construction Corporation does not yet qualify for an experience modification rating from the National Council on Compensation Insurance. Questions on this can be directed towards our CEO for additional information. For our workers compensation rate our Executive Supervisor rate is .72 cents per $100 of payroll, and our admin rate is .07 cents per $100 of payroll.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	*Provide a link to your company's website*	www.sworksconstruction.com
	Please provide a brief history of your company, including the year it was established.	S-Works was established in the Northern Virginia area in 2017 by founder and President Joe Salama. In March of 2023 Richard Ruckman joined the organization as Co-Owner and CEO. S-Works is an independent, bonded, full-service General Contractor and licensed Class A construction company. The S-Works team of trained and certified in-house experts and subcontractors has a proven track record of successfully partnering with the most talented architectural firms, commercial property owners, and developers to construct many of the region's premier building structures and spaces. Since 2020, our company has structured our business plan to focus on JOC and other IDIQ contracts.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?*	S-Works has not worked with Region 10 in the past.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:* * *Executive Support*	Executive Support – Richard Ruckman, CEO & Co-Owner, rruckmn@sworksconstruction.com Account Manager – Camden Seiler, Vice President, cseiler@sworksconstruction.com Contract Manager – Kyle Clayton, Project Manager, kclayton@sworksconstruction.com Marketing – Amanda Ruckman, Marketing Director, aruckman@sworksconstruction.com

	** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	Billing, Reporting, & Accounts Payable – Deveri Dorsey, Administrative Assistant, accounting@sworksconstruction.com
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	[redacted]
	What is your strategy to increase market share in the public sector?	S-Works Construction will work directly with Equalis to produce a co-branded press releases aligned with the Equalis mission. We will place announcements on all our social media accounts. We will reach out to key entities that S-Works Construction Project Managers have worked with in the past on similar cooperative purchasing agreements, to work to grow our market share.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	S-Works is not presently nor in the past have we been involved in any litigation, bankruptcy, or reorganization.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	1. [redacted]
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	S-Works operates as a General Contractor, working directly with its clients to present construction solutions tailored to their needs. In some instances S-Works hires and directly manages subcontractors for trade work not performed in house. We follow a hard bid IFB process that ensures the best value for the client, as well as implement sub-contract agreements to ensure the client's contract non-negotiables are followed.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the*	S-Works is a privately held organization. S-Works is not owned or operated by anyone convicted of a felony.

	company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.	
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	*Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone*	S-Works holds (3) certifications, and has applied and are pursuing (5) additional. We currently have SLBE (formerly LDBE): LD20963310, Va SWaM (Small, Micro Business): 816179, MD SBR: SB23-041411. We are pursuing: 8a, MD MBE, DOBE, PA DSBE & VA DBE.
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	We currently have a Mentor Protégé in place with a local 8a firm, allowing us to offer small business specifically 8a set-aside compliance, as well as a larger project management workforce and experience. Should a client or project require this special set-aside compliance, or the additional skills available through this Mentor Protégé agreement we would happily offer this program through Equalis Group's Contract.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	*Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?*	Yes. S-Works contacted the following companies via phone and/or email to gauge interest in working as a subcontractor for S-Works for projects awarded under this contract: MB Construction, HBH Solutions, Eminence HVAC, Modular Piping and Fabrications, Goel Services, Delaware Cornerstone Builders, TEI Electrical, Advent Contracting, American Air LLC, ASW Mechanical, Beverly Hills Mechanical, Caigen Mechanical, and Signature Renovations.
Demonstrated ongoing MWBE program	*Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*	Our subcontractor procurement strategy prioritizes inclusivity and diversity by actively engaging with MWBE, 8(a), Virginia DBE, Maryland MBE, and other minority-owned certified subcontractors. Our efforts include targeted outreach to MWBE businesses through direct communication, company provided training to employees on how to search for MWBE subcontractors online and form new business relationships, and participation in multiple industry networking events through associations such as Society of American Military Engineers (SAME), Associated Builders and Contractors (ABC), National Association of Women in Construction (NAWIC), Loudoun Chamber of Commerce, Washington Building Congress (WBC), and Center for JOC Excellence (CJE).
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Upon award, S-Works plans to market and promote this contract through targeted outreach to public sector agencies. This effort aligns with our current go-to-market strategy, which emphasizes building strong relationships, highlighting our expertise in commercial construction, and showcasing our ability to deliver efficient and quality-driven projects under the JOC framework. This effort will be overseen by Amanda Ruckman, Marketing Director.

		Key tactics include direct engagement with agency decision-makers, participation in industry events, leveraging various social media marketing channels, and showcasing past successes to demonstrate our value proposition for JOC services within the public sector.
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Our operations and site operations team members act as our sales force and customer service representatives on all contracts with all clients. While most of our team members have previous JOC experience from prior employment, we include JOC specific training as part of our new employee onboarding training curriculum. Additionally, we provide semi-annual JOC refresher training to all employees to ensure we're following best practices and up to date on local, state, and federal JOC related changes. Upon award of this contract, S-Works will host a semi-annual training for this contract specifically to train employees, so they fully comprehend the scope, terms, and benefits of this contract. This training will include a contract deep-dive for comprehensive contract understanding, and presentation skills development and role-playing. The presentation skills development will focus on preparing team members to both present this contract to an agency and be prepared to answer any questions concerning it, and the role-playing will allow team members the opportunity to practice their presentations. Lastly, we train our employees to use a problem-solving approach, meaning we give them the tools and resources to be able to look up or find the answer to any question they're unable to answer immediately.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	S-Works Construction Corp. agrees to provide our company logo to Region 10 ESC and Equalis group, and agrees to provide permission for reproduction of such logo in marketing and communications promotions.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	S-Works will designate our Vice President, Camden Seiler, as the primary role for reporting monthly sales through this agreement to Equalis. Camden currently serves this role for other cooperatives with reporting requirements and is highly capable of completing the monthly reporting on time and accurately. In the event Camden is unable to do the monthly reporting (sickness, emergency, etc.) this responsibility falls upon CEO Richard Ruckman, who is also well trained and experienced in completing monthly sales reports.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	[redacted]
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	S-Works uses the same proactive and client-centered approach with both new and existing customers. Our approach is centered around clear communication, transparency, and establishing a strong working relationship through trust building and exceptional performance. We understand each agency has unique needs and requirements and are flexible in adapting to agency-specific processes and procedures. For all new customers, we initiate dialogue to understand the agency's specific needs, project goals, and expectations

		for JOC services. Once established, we will continue to follow up with the agency to confirm our compliance and understand if there are any new/additional agency-specific developments. S-Works highly values feedback, and we actively seek input on areas for improvement based on past experience to refine our services better. Lastly, our team members are trained as highly professional collaborative problem-solvers, with the end goal of ensuring projects are executed seamlessly and with mutual understanding from all parties.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	S-Works Operations team members act as our Company's sales representatives. This includes (2) Assistant Project Managers, (4) Project Managers, (1) Project Executive, (1) Vice President, (1) Director, and (1) CEO for a total of (10) sales representatives. Our Director resides in and works out of the state of Florida. The other (9) sales representatives work out of our Leesburg, Virginia office location. (2) of those sales representatives reside in the state of Maryland.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

S-Works Response: Copies of the below licenses, registrations, and certifications, are attached.

Business Licenses:

- Virginia State Corporation Commission (SCC) Certificate
- Virginia Class A Contractors License
- Maryland Business License
- Washington D.C. Business License
- Philadelphia Commercial Activity License
- Arlington County Business License
- City of Alexandria Business License
- City of Falls Church Business License
- Fairfax County Business License
- Loudoun County Business License
- Prince William County Business License
- Town of Herndon Business License

Certifications:

- MWAA Small Local Business Enterprise (SLBE – formerly LDBE)
- Virginia Small, Women, and Minority-Owned (SWAM) – Small, Micro business
- Maryland Small Business Reserve (SBR). Please note, the state of Maryland does not provide a copy of this certification. As such, we have provided a screenshot of the S-Works company profile page in eMMA with the SBR certification number listed.

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 21, 2017

This is to certify that the certificate of incorporation of

S-WORKS CONSTRUCTION CORPORATION

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 21, 2017

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CISJMA

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
03-31-2025

NUMBER
2705048748

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC RBC

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176

DPOR

Demetrios J. Melis, Director

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC RBC
NUMBER: 2705048748 EXPIRES: 03-31-2025

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176

(FOLD)

RECEIVED

FEB 22 2023

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

90 County

State of Maryland
License

15156031

15156031

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

23

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	015	OUT-OF-STATE CONTRACTOR (NOT FOR HOME IMPROVEMENT)	1	11.25

DATE OF ISSUE MO DAY YR
08/16/2023

MONTHS PAID
9

Karen A Bushell

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2024**

ISSUING FEES	2.00		
TOTAL	13.25		AMOUNT PAID 13.25

ISSUED BY
KAREN A. BUSHELL, CLERK OF CIRCUIT COURT
50 MARYLAND AVENUE, ROOM 1300
ROCKVILLE, MARYLAND 20850 (240)777-9460

HRG

The information below is for the Clerk's Office use only, customers can disregard.
These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:
Scan this one first

15$I50$I15156031$I15156031

RECEIVED

AUG 21 2023

Scan this one second

11.25$M0.00$M0.00$M2.00

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: **6/27/2022**
Category: **4105**
License#: **410522000637**
License Period: **4/1/2022 - 3/31/2026**

BASIC BUSINESS LICENSE

Billing Name and Address:	Premise/Application's Name and Address:	Registered Agent's Name and Address:
S-WORKS CONSTRUCTION CORPORATION **JOSEPH D SALAMA**	**S-WORKS CONSTRUCTION CORPORATION**	**1ST ALLIANCE RESOURCES, LLC**
212 E. MARKET STREET **LEESBURG, VA 20176**	**212 E. MARKET ST -** **LEESBURG, VA 20176**	**2300 N STREET NW** **WASHINGTON DC20037**

Owner's Name
Corp. Name **S-WORKS CONSTRUCTION CORPORATION**
Trade Name

CofO/HOP#:	SSL:	Zone:	Ward:	ANC:	**PERM NO.**
CLASS: A		**UNITS: 1**			

Regulated Businesses

General Service and Repair

Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

*License Effective from the later of Issued or Start of License-Period Date

Director:
Ernest Chrappah

City of Philadelphia
Department of
Licenses & Inspections
P.O. Box 53310
Philadelphia, Pa. 19105

DISPLAY PROMINENTLY
if required by law

S-Works Construction Corp.

212 E. Market St
Leesburg, VA 20176
USA

3702 Commercial Activity License

Activity License Type: Commercial Activity

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	936564	936564		10/26/2023

ACTIVITY LICENSE

Interpreter services available. |خدمات الترجمة الشفهية متوفرة لدينا |អាចផ្តល់បាតរបំកម្មវិធីបកប្រែភាសា ។ |提供口译服务 |Services d'interprétation disponibles. |통역이 제공됩니다|Предоставляются услуги устного переводчика.|Se brindan servicios de interpretación.|Có sẵn dịch vụ thông dịch.

ARLINGTON COUNTY, VIRGINIA
BUSINESS LICENSE TAX CERTIFICATE

2024

S-WORKS CONSTRUCTION CORPORATION

Account #: BLC-1001194402-02

Trade Name:

Renew by March 1, 2025

Location Address:
212 E MARKET ST
LEESBURG, VA 20176-3113

Kim E. Klingler
COMMISSIONER OF REVENUE

Classification:
64, Contractors

Carla de la Pava
TREASURER



2024 City of Alexandria Business License

Finance Department, Revenue Administration Division, City of Alexandria
301 King Street, Room 1700, Alexandria, VA 22314
Phone: 703.746.4800 http://www.alexandriava.gov/

RECEIVED

MAR 25 2024

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

S-Works Construction Corporation
212 E Market St
Leesburg, VA 20176

License Classification(s):

Reciprocity Contractor
1-111-111
Reciprocity Contractor

March 20, 2024

Dear Taxpayer:

This is your 2024 City of Alexandria Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit http://www.alexandriava.gov/ or contact my office via phone at 703.746.4800.

Finance Department, Revenue Administration Division, City of Alexandria

Keep this letter for your records.

City of Alexandria Business License

Revenue Administration Division, City of Alexandria, 301 King Street, Room 1700, Alexandria, VA 22314

This license has been issued by the Revenue Administration Division of the City of Alexandria and is granted to:

S-Works Construction Corporation
No City Address
Chantilly, VA 20151

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

License Classification(s): Reciprocity Contractor
1-111-111
Reciprocity Contractor

City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024 Business License

Account ID	7519
Start Date in Falls Church City	
Issue Date	01/29/2024
Expiration Date	12/31/2024
Type	CONTRACTOR IN STATE

BUSINESS LOCATION	OWNER ID
S-WORKS CONSTRUCTION CORPORATION 300 PARK AVE FALLS CHURCH, VA 22046-3301	163002

BUSINESS NAME & MAILING ADDRESS

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Paid 2024 license holders are in good standing until March 1st, 2025.

Thank you for doing business in the City of Falls Church!

Thomas D. Clinton
Commissioner of the Revenue

NON-TRANSFERABLE

City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024 Business License

Account ID 7519
Start Date in Falls Church City
Issue Date 01/29/2024
Expiration Date 12/31/2024
Type CONTRACTOR IN STATE

BUSINESS LOCATION
S-WORKS CONSTRUCTION CORPORATION
300 PARK AVE
FALLS CHURCH, VA 22046-3301

OWNER ID 163002

BUSINESS NAME & MAILING ADDRESS
S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Thomas D. Clinton
Commissioner of the Revenue

Office Copy

Business License
Paid 2024 license holders are in good standing until March 1st, 2025.

Office of the Commissioner of the Revenue
E-mail: commissioner@fallschurchva.gov

NON-TRANSFERABLE

Fairfax County
Dept. Tax Administration,
12000 Government Center Pkwy
Suite 223
Fairfax, VA 22035

RECEIVED

MAR 11 2024

S-WORKS CONSTRCTION CORP
212 E MARKET ST
LEESBURG VA 20176-3113

2024 BUSINESS LICENSE INFORMATION

ACCOUNT #:	000-15-2179	**CLASSIFICATION:**	CONTRACTOR & CONTRACTING
ORDINANCE CODE:	47224-00	**LOCATION:**	THROUGHOUT COUNTY
NAICS:	238110	**LICENSE NUMBER:**	2468467

Business licensing is a form of local taxation of gross receipts generated from business activity in Fairfax County.

Business licenses must be renewed annually by March 1st and filing should be completed online at www.fairfaxcounty.gov/taxes or by mail.

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us e-mail through our website, www.fairfaxcounty.gov/taxes.

Detach along this perforation

FAIRFAX COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE
12000 Government Center Parkway Fairfax, VA 22035, Phone: 703-222-8234

BUSINESS LOCATION:
THROUGHOUT COUNTY

BUSINESS OWNER:
S-WORKS CONSTRCTION CORP

TRADE NAME:
S-WORKS CONSRUCTION CORP

BUSINESS MAILING ADDRESS:
212 E MARKET ST
LEESBURG VA 20176

COUNTY OF FAIRFAX 2024 1742 VIRGINIA

LICENSE NUMBER:
2468467

LICENSE TAX PERIOD:
January 01, 2024 TO **December 31, 2024**
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
CONTRACTOR & CONTRACTING

Young Tarry, Director
Personal Property & Business License Division
Department of Tax Administration

Jay Doshi, Director
Department of Tax Administration

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

Robert S. Wertz, Jr.
Commissioner of the Revenue
Loudoun County, Virginia
PO Box 8000
Leesburg, VA 20177-9804

RECEIVED

MAR 18 2024

RETURN SERVICE REQUESTED

EG02

**********AUTO**5-DIGIT 20176 6 93
S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

License document should be prominently displayed in your commercial establishment.

- Business licensing is a form of local taxation of gross receipts generated from business activity in Loudoun.
- The business license must be renewed annually by March 1st. Filing should be completed online at www.loudoun.gov/efile.
- All registrants for local tax assessment are responsible for complying with all county and other legal requirements with respect to such business, occupation, profession, or calling which is registered with the Office of the Commissioner of the Revenue.
- The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the County or other lawful authority.

For additional information logon to: www.loudoun.gov/cor

Detach along this perforation

ROBERT S. WERTZ, JR., COMMISSIONER OF THE REVENUE
1 Harrison Street, SE, 1st Floor, PO Box 8000, Leesburg, VA 20177-9804

LOUDOUN COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE

BUSINESS LOCATION:
1 VARIOUS OUTSIDE ANY TOWN
LEESBURG VA 20176-0000

BUSINESS OWNER:
S WORKS CONSTRUCTION CORPORATION

TRADE NAME:
S-WORKS CONSTRUCTION CORPORATION

ATTN:

ADDRESS:
212 E MARKET ST
LEESBURG VA 20176-3113

2024

LICENSE NUMBER:
B517747

LICENSE TAX PERIOD:
JAN 01, 2024 TO DEC 31, 2024

THIS LICENSE IS VALID THRU MARCH 1,2025

CLASSIFICATION:
CONTRACTOR &
CONTRACTING/DEVELOPER

Robert S. Wertz Jr.
COMMISSIONER OF THE REVENUE

TREASURER

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

PRINCE WILLIAM COUNTY
Tax Administration - Taxpayer Services
PO Box 2467
Woodbridge, VA 22195-2467

2024 BUSINESS LICENSE

PRINCE WILLIAM COUNTY TAX ADMINISTRATION

1 County Complex Ct. Woodbridge, VA 22195
Telephone: 703-792-6710
Email: taxpayerservices@pwcgov.org

S-WORKS CONSTRUCTION CORPORATION
212 E. MARKET ST
LEESBURG, VA 20176

Account Number:	10863858
Business Name:	S-WORKS CONSTRUCTION CORPORATION
Trade Name:	S-WORKS CONSTRUCTION CORPORATION
Business Location:	14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period:	2024
License Number:	10863858-2024
License Class(es):	Reciprocal Contractor (RC)

March 5, 2024

Dear Taxpayer:

This is your 2024 Prince William County Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit www.pwcgov.org/tax or contact my office via phone at 703-792-6710.

Sincerely,

Tax Administration Prince William County

KEEP THIS LETTER FOR YOUR RECORDS.

Prince William County 2024 Business License

Taxpayer Services, Prince William County
PO Box 2467, Woodbridge, VA 22195-2467
Phone: 703-792-6710 www.pwcgov.org/tax

S-WORKS CONSTRUCTION CORPORATION
S-WORKS CONSTRUCTION CORPORATION
14516 LEE RD STE A
CHANTILLY, VA 20151

Business Location:	14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period:	2024
Account Type:	Business License
License Class(es):	Reciprocal Contractor (RC)

TOWN OF HERNDON
REVENUE DEPARTMENT
777 LYNN STREET
HERNDON, VIRGINIA 20170-4602
www.herndon-va.gov

License Number: **11666**
Business Name: **S WORKS CONSTRUCTION CORPORATION**
Business Location:
Classification: **CONTRACTOR**
Issue Date: **04/24/2024**
NAICS Code: **236210**

LICENSE MUST BE POSTED IN PLAIN SIGHT AT BUSINESS LOCATION

Business Mailing Address:
S WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176

2024 Town of Herndon Business License Certificate

Expires December 31, 2024
Renew by March 1, 2025

Director of Finance

The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the Town of Herndon or other lawful authority.

Metropolitan Washington
Airports Authority
1 Aviation Circle
Washington, DC 20001-6000

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

October 20, 2023

Mr. Joseph Salama
S-Works Construction Corporation
212 E. Market Street
Leesburg, VA 20176

Certification Number: LD20963310

Certification Expiration Date: September 3, 2026

Dear Mr. Salama:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **S-Works Construction Corporation** to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If, there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **S-Works Construction Corporation** to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

NAICS Codes and Descriptions
NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Department of Supplier Diversity at 703-417-8660.

Sincerely,



Cedric Kinlow

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

S-WORKS CONSTRUCTION CORPORATION

is a certified Small,Micro
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 816179
Valid Through: Sep 30, 2025

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED
SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Maryland SBR Certification

Company Information

Legal Name: S-WORKS CONSTRUCTION CORP.

Supplier: 1014396

Company Name (DBA): S-WORKS CONSTRUCTION CORP.

Is Remit-To Address?

eMMA Vendor ID: SUP1014396

Status: Active

DUNS Number: 081139129

Website: www.sworksconstruction.com

Business Description:

Tax Information

Tax ID Type: EIN

Tax ID: 371848281

Ownership Type: Corporation

Main Address

Address: 212 E MARKET ST

Address Line 2:

Address Line 3:

City: LEESBURG

State/Territory/Province: Virginia

Postal Code: 20176

Country: UNITED STATES

Corporate Contact Information

Corporate Email: info@sworksconstructio...

Corporate Phone: 7039533733

Corporate Fax: 7039557710

Procurement Programs

State Programs

For information regarding the programs listed below, click here.

Is your company currently enrolled in the following programs?

Small Business Reserve (SBR): No

Apply for the SBR Program?: Yes

SBR Certification #: SB23-041411

Veteran-Owned Small Business Enterprise (VSBE): No

Apply for the VSBE Program?: No

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: **S-Works Construction Corp.**

Title of Authorized Representative: **Richard Ruckman, Chief Executive Officer and Co-Owner**

Mailing Address: **212 E. Market St. Leesburg, VA 20176**

Signature: 

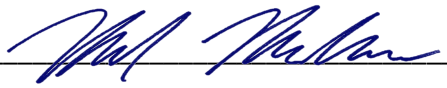
PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **S-Works Construction Corp.**

Title of Authorized Representative: **Richard Ruckman, Chief Executive Officer and Co-Owner**

Mailing Address: **212 E. Market St. Leesburg, VA 20176**

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

26 April 2024

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

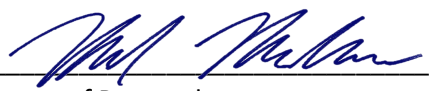
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

26 April 2024

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR S-Works Construction Corp.

ADDRESS 212 E. Market St.

Leesburg, VA 20176

PHONE 703-953-3733

FAX 703-955-7710

RESPONDANT

Signature

Richard Ruckman
Printed Name

CEO & Co-Owner
Position with Company

AUTHORIZING OFFICIAL

Signature

Richard Ruckman
Printed Name

CEO & Co-Owner
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

S-Works Construction Corp. currently does not conduct business in the state of Texas. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses and other state-specific requirements to be in accordance with all Texas, Equalis, and Region 10 ESC laws and regulations, including submitting Form 1295.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____RAR_____
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _____RAR_____
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____RAR_____
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

S-Works Construction Corp.	**212 E. Market St.**	
Company Name	Address	
Leesburg	**Virginia**	**20176**
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? RAR

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? RAR

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

S-Works Construction Corp.

Company Name



Signature of Authorized Company Official

Richard Ruckman

Printed Name

Chief Executive Officer & Co-Owner

Title

26 April 2024

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? RAR
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? RAR
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? RAR
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



26 April 2024

Signature of Respondent Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Richard Ruckman *, a partner in* S-Works Construction Corp. *, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Richard Ruckman	212 E. Market St. Leesburg, VA 20176	49%
Joseph Salama	212 E. Market St. Leesburg, VA 20176	51%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ 26 April 2024

Authorized Signature and Title ***Date***

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
Company Name: S-Works Construction Corp.
Street: 212 E. Market St.
City, State, Zip Code: Leesburg, VA 20176

S-Works Construction Corp. currently does not conduct business in the state of New Jersey. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses, New Jersey public notary, and other state-specific requirements to be in accordance with all New Jersey, Equalis, and Region 10 ESC laws and regulations.

State of New Jersey

County of _____

I, _____ of the _____
Name *City*

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires , 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

OR

2. *A photo copy of their Certificate of Employee Information Report* _____

OR

3. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education ____x____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

CEO & Co-Owner — 26 April 2024

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

S-Works assumes this signature line is for a Region 10 ESC and/or Equalis Group Procurement Agent. If S-Works is supposed to sign this line, please notify us and we will execute promptly.

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d) The form may be used "as-is", subject to edits as described herein.
    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	**S-Works Construction Corp.**				
Address:	**212 E. Market St.**				
City:	**Leesburg**	State:	**VA**	Zip:	**20176**

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	**Richard Ruckman**	**CEO & Co-Owner**
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	**N/A**	**N/A**	$ **0**

☐ Check here if the information is continued on subsequent page(s)

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- [ ] Partnership
- [ ] Sole Proprietorship
- [ ] Limited Partnership
- [ ] Limited Liability Partnership
- [ ] Corporation
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership
- [X] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: **Richard Ruckman** Home Address: **212 E. Market St. Leesburg, VA 20176**	Name: **Joseph Salama** Home Address: **212 E. Market St. Leesburg, VA 20176**
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this 26th day of April, 2024 (Notary Public) My Commission expires: 7/31/2024	Mary Elizabeth Galvin (Affiant) Mary Elizabeth Galvin Notary Public (Print name & title of affiant) (Corporate Seal)

MARY ELIZABETH GALVIN NOTARY PUBLIC REG. #7886522 MY COMMISSION EXPIRES 07/31/2024 COMMONWEALTH OF VIRGINIA

S-WORKS CONSTRUCTION CORPORATION SEAL

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

26 April 2024 — *Date*

CEO & Co-Owner — *Authorized Signature & Title*

Proposal Form 1: Attachment B - Pricing is proprietary information. S-Works will provide this information to participating agencies upon request.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	**S-Works Construction Corp.**
Address	**212 E. Market St.**
City/State/Zip	**Leesburg, VA 20176**
Telephone No.	**703-953-3733**
Fax No.	**703-955-7710**
Email address	**rruckman@sworksconstruction.com**
Printed name	**Richard Ruckman**
Position with company	**CEO & Co-Owner**
Authorized signature	

Term of contract **July 1, 2024** **to** **June 30, 2026**

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent Date

Print Name

Equalis Group Contract Number _____

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	S-Works Construction Corp.
Contract Number:	R10-1166D
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1166
RFP Title:	Job Order Contracting (JOC)
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	72
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT #
of Responses Submitted:	14
Number of Awarded Vendors:	5
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
2) The evaluation committee determined that multiple awards were necessary to cover as much geographical area as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2024, by and between S-Works Construction Corp. *("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Job Order Contracting ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Vendor's promise**: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Vendor contract documents**: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures**: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment tis a waiver of all claims except unsettled claims previously made in writing.

8.4 **Performance and Payment Bonds** (in applicable states)**:** Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Regino 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.5 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall notify participating agency of any/all subcontract proposed to complete the work prior to commencing work on the project. The Vendor shall provide notification in a timely manner, allowing the participating agency sufficient time for requisite review. Participating agencies explicitly reserve the right to reject any proposed subcontractor. Pursuant to relevant legal provisions, participating public agencies retain the right to request verification of compliance and to confirm said compliance from any subcontractor engaged in activities under this Agreement. Any/all subcontracts selected by Vendor shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	**S-Works Construction Corp.**
Address	**212 E. Market St.**
City/State/Zip	**Leesburg, VA 20176**
Telephone No.	**703-953-3733**
Fax No.	**703-955-7710**
Email address	**rruckman@sworksconstruction.com**
Printed name	**Richard Ruckman**
Position with company	**CEO & Co-Owner**
Authorized signature	

Term of contract July 1, 2024 **to** June 30, 2026

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Jana Melsheimer (Jun 19, 2024 15:34 CDT)

Region 10 ESC Authorized Agent

Jun 19, 2024

Date

Dr. Jana Melsheimer

Print Name

Equalis Group Contract Number R10-1166D

Region 10 ESC
Experience the Power of 1©

equalis GROUP



Construction Corp.

R10-1166 – Job Order Contracting (JOC)

Submitted By: S-Works Construction Corp.

Due: April 26th, 2024 @ 2:00PM CDT (3PM EST)

Construction Corporation

April 26th, 2024

Education Service Center, Region 10
400 E. Spring Valley Rd,
Richardson, TX 75081

Re: S-Works Construction Corp. Response to R10-1166 Job Order Contracting

S-Works Construction Corporation is pleased to present our response for the Education Service Center, Region 10's **RFP #R10-1166 Job Order Contracting.** The following Proposal Form Checklist outlines the contents of this response.

S-Works Construction Corp. is an independent, bonded, full-service general contractor and licensed Class A contractor. Under the leadership of Founder and President Joseph Salama and CEO Rich Ruckman, S-Works Construction offers an array of services to meet the time and cost constraints associated with any construction project. We are a certified Virginia SWaM contractor as a small, micro business, and we hold both the SLBE (formerly LDBE) certification and Maryland SBR certification. We are currently pursuing our 8(a) certification with the SBA, our Virginia DBE certification with SBSD, and our Maryland MBE certification through MDOT. We are a disabled owned business and have held the DOBE Disability IN certification.

Richard Ruckman, Co-Owner and CEO of S-Works Construction Corp. is the authorized representative of S-Works Construction empowered to sign this proposal and commit S-Works Construction to the representations and obligations contained in this response. We would like to thank the County of Spotsylvania for your consideration. Should you have any questions regarding this proposal, please contact Richard Ruckman at rruckman@sworksconstruction.com or 703-217-9651.

Sincerely,

Richard Ruckman
Co-Owner and Chief Executive Officer

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

- [X] **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

- [X] **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- [X] **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- [X] **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- [X] **PROPOSAL FORM 5: DEBARMENT NOTICE**
- [X] **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- [X] **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- [X] **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- [X] **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- [X] **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- [X] **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- [X] **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- [X] **PROPOSAL FORM 13: FEMA REQUIREMENTS**
- [X] **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- [X] **PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- [X] **PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**
- [X] **PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- [X] **PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- [X] **PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**
- [X] **PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- [X] **PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- [X] **PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- [X] **PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

Please note: S-Works has altered this checklist to align with the attached proposal forms numbering and titles. This checklist is different from the checklist provided in the RFP starting at Proposal Form 13: FEMA Requirements

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	S-Works Construction Corp.
	What is the mailing address of your company's headquarters?	212 E. Market St. Leesburg, VA 20176
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Richard Ruckman, Chief Executive Officer. rruckman@sworksconstruction.com 703-217-9651
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the required administrative fee?*	Yes
	Do you offer any incentives for customers? If yes, please describe.	S-Works offers line-item estimate discounts on large quantity scopes of work; for example with K-12 work we generally offer painting line discounts when multiple schools or buildings are being painted under one contract.

Ability of Customers to verify that they received contract pricing	*Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.*	Our scope and project deliverable quality control begins with our construction of a detailed SOW and drawing (as needed) of the clients project to ensure our full understanding, this document is provided to the client before our estimate to ensure we capture the full extent of the work and deliverable. This also limits changes later on, as the scope of work is set from the beginning, through a throughout understanding with the client. This process ensures all scope is encompassed prior to bid submission.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	S-Works is a small business who operates on a Net 30 payment system. Payments are submitted in draft form (pencil copy) prior to the end of the month for the clients review, and then submitted via the client's invoice process once approved.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	*Please provide a high-level overview of the job order contracting services being offered and how they address the scope being requested herein.*	S-Works has over (60) combined years of JOC experience with over (10) operations members directly experienced in every facet of Job Order Contracting. We have helped K-12, municipality and even federal clients to learn and grow their JOC capabilities. No project is too small or too big to handle, and we are capable of bidding, running and closing almost any work type through all of the CSI divisions offered through most standard price books.
	Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.	[redacted]
	Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.	S-Works prides itself on the longstanding relationships we build with our sub-contracting partners, which have been with us since our founding. Always being open to growth; we are always open to recommendations, which we thoroughly vet via recommendations and industry supplier referrals. Each year both our new and existing partners go through a renewal process; whereby we inspect their insurance and safety records to ensure they continue to be a safe and effective choice for our clients.
	Outline applicable innovative solutions or value-added services that differentiate your company from competitors.	S-Works Construction prides ourself on being a small business capable of prioritizing and customizing the needs of all clients, while upholding a personal customer service experience. Our flexibility and proactive approach to construction has been advantageous to both clients and end users for several reasons, including but not limited to quick response times, involvement in projects from conceptualization to close-out, self-design assist efforts, and a positive working relationship between all parties.
	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	S-Works has (2) primary office locations; Leesburg, VA and Orlando, Fl. Both offices are fully functional with staff available for all of our client's JOC needs. For projects outside of these states, we have multiple connections to local sub-contracting teams ready and available for client support as needed to support this JOC contract.

	Outline any value-added capabilities not already addressed.	S-Works is able to self-preform many of the division 2 demo and 9 finish trades, allowing us to same time and money through direct buying materials and scheduling our own crews to preform the work. We are also a small business and with that have less overhead, allowing our pricing to be far more competitive than the standard industry.
Implementation and support plan	*Describe your company's implementation and training plan for new customers.*	S-Works provides an in-person presentation to all new and prospective clients, where we showcase our past performance and current capabilities. This is inclusive of a combination PowerPoint presentation, as well as a printed placemat with POC's and client references for the clients to reference.
	Outline what ongoing communication and support is available to customers and key stakeholders.	S-Works's team members are dedicated to customer service with all our clients, subcontractors, vendors, etc. We offer customer service support 24/7/365 days a year. S-Works Construction Customer Service Department is in operation Monday-Friday from 7:00 am – 4:00 pm. After hours we have dedicated team members that respond to calls.
	Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.	S-Works has implemented an OSHA approved safety plan; inclusive of toolbox talks, quarterly operations and communications meetings and site safety programs. These are tailored to each site's individual location and needs but is always inclusive of a job board with OSHA and state safety information as well as a listing of nearby medical facilities.
Project management capabilities	*Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.*	S-Works's staff is trained in P6, Microsoft Project and Excel allowing them to produce and update project schedules, including the production of baseline, monthly progress and 2 & 3 week look aheads. We tailor our project management to each client's individual needs, as determined in the initial project scope or specifications review.
	Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.	S-Works utilizes both Procore & E-Builder to capture, store & distribute project related documentation. These programs allow client, A/E, subcontractors, and other project staff to see real time status reports on each document, as well allow these documents to be assigned for individual review.
	Describe your quality control processes including inspections, testing, and quality assurance measures.	S-Works implements a three phased approach to our quality control process; which starts with our pre-project review of all submitted equipment, material, and products. We then implement on-site review of the same materials when received on-site; to ensure the correct products are being installed. We then finish out our quality control process, by conducting on-site inspections to ensure these products, materials & equipment are installed to manufacturer specification.
	Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.	S-Works prides itself on our agility and staff member's capabilities to manage multiple contracts and clients. With a focus on JOC style contracting, our team members are accustomed to managing multiple projects, in various stages. S-Works allocates work to its staff based on the client, to ensure a continuous POC for the life of the contract. We weekly check in with each staff member, to assess project load and move support resources around as their project load fluctuates.
Performance bonding	*Provide your company's performance bond plan as described in the scope herein.*	S-Works maintains a strong financial position and growing bonding capacity, allowing us to obtain performance bonds for projects of varying sizes and complexities. This ensures that we can support the requirements of public agency contracts under the JOC framework.
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you*	S-Works Construction employees remain available to clients via email and phone after hours to ensure all needs and emergencies are addressed swiftly. For emergency situations our CEO is directly available at 703 217-9651.

	resolve issues, number of service centers, etc.).	
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	S-Works would be happy to provide this information upon request; after bid award.
	What was your annual sales volume over last three (3) years?	[redacted]
History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	S-Works has standardized its' bidding processes to align with standard JOC framework; ensuring a 2-week proposal delivery once all SOW has been confirmed. For emergency projects we are capable of quicker proposal delivery timelines based on the complexity of the project. Our project specific completion and close-out timelines are driven by material availability, and overall schedule production but is very transparent to ensure client satisfaction.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	S-Works utilizes two systems for our EPR reporting, each capable of producing and supplying customer specific data. Our finance software creates, tracks and summarizes individual billings (usually AIA) as well as client receivable summaries. Our workforce ERP captures, stores and reports our resource use for each individual project, from both a single resource and multi resource report format.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	At present, S-Works Construction Corporation does not yet qualify for an experience modification rating from the National Council on Compensation Insurance. Questions on this can be directed towards our CEO for additional information. For our workers compensation rate our Executive Supervisor rate is .72 cents per $100 of payroll, and our admin rate is .07 cents per $100 of payroll.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	*Provide a link to your company's website*	www.sworksconstruction.com
	Please provide a brief history of your company, including the year it was established.	S-Works was established in the Northern Virginia area in 2017 by founder and President Joe Salama. In March of 2023 Richard Ruckman joined the organization as Co-Owner and CEO. S-Works is an independent, bonded, full-service General Contractor and licensed Class A construction company. The S-Works team of trained and certified in-house experts and subcontractors has a proven track record of successfully partnering with the most talented architectural firms, commercial property owners, and developers to construct many of the region's premier building structures and spaces. Since 2020, our company has structured our business plan to focus on JOC and other IDIQ contracts.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?*	S-Works has not worked with Region 10 in the past.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:* * *Executive Support*	Executive Support – Richard Ruckman, CEO & Co-Owner, rruckmn@sworksconstruction.com Account Manager – Camden Seiler, Vice President, cseiler@sworksconstruction.com Contract Manager – Kyle Clayton, Project Manager, kclayton@sworksconstruction.com Marketing – Amanda Ruckman, Marketing Director, aruckman@sworksconstruction.com

	** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	Billing, Reporting, & Accounts Payable – Deveri Dorsey, Administrative Assistant, accounting@sworksconstruction.com
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	[redacted]
	What is your strategy to increase market share in the public sector?	S-Works Construction will work directly with Equalis to produce a co-branded press releases aligned with the Equalis mission. We will place announcements on all our social media accounts. We will reach out to key entities that S-Works Construction Project Managers have worked with in the past on similar cooperative purchasing agreements, to work to grow our market share.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	S-Works is not presently nor in the past have we been involved in any litigation, bankruptcy, or reorganization.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	1. [redacted]
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	S-Works operates as a General Contractor, working directly with its clients to present construction solutions tailored to their needs. In some instances S-Works hires and directly manages subcontractors for trade work not performed in house. We follow a hard bid IFB process that ensures the best value for the client, as well as implement sub-contract agreements to ensure the client's contract non-negotiables are followed.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the*	S-Works is a privately held organization. S-Works is not owned or operated by anyone convicted of a felony.

	company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.	
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	*Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone*	S-Works holds (3) certifications, and has applied and are pursuing (5) additional. We currently have SLBE (formerly LDBE): LD20963310, Va SWaM (Small, Micro Business): 816179, MD SBR: SB23-041411. We are pursuing: 8a, MD MBE, DOBE, PA DSBE & VA DBE.
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	We currently have a Mentor Protégé in place with a local 8a firm, allowing us to offer small business specifically 8a set-aside compliance, as well as a larger project management workforce and experience. Should a client or project require this special set-aside compliance, or the additional skills available through this Mentor Protégé agreement we would happily offer this program through Equalis Group's Contract.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	*Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?*	Yes. S-Works contacted the following companies via phone and/or email to gauge interest in working as a subcontractor for S-Works for projects awarded under this contract: MB Construction, HBH Solutions, Eminence HVAC, Modular Piping and Fabrications, Goel Services, Delaware Cornerstone Builders, TEI Electrical, Advent Contracting, American Air LLC, ASW Mechanical, Beverly Hills Mechanical, Caigen Mechanical, and Signature Renovations.
Demonstrated ongoing MWBE program	*Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*	Our subcontractor procurement strategy prioritizes inclusivity and diversity by actively engaging with MWBE, 8(a), Virginia DBE, Maryland MBE, and other minority-owned certified subcontractors. Our efforts include targeted outreach to MWBE businesses through direct communication, company provided training to employees on how to search for MWBE subcontractors online and form new business relationships, and participation in multiple industry networking events through associations such as Society of American Military Engineers (SAME), Associated Builders and Contractors (ABC), National Association of Women in Construction (NAWIC), Loudoun Chamber of Commerce, Washington Building Congress (WBC), and Center for JOC Excellence (CJE).
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Upon award, S-Works plans to market and promote this contract through targeted outreach to public sector agencies. This effort aligns with our current go-to-market strategy, which emphasizes building strong relationships, highlighting our expertise in commercial construction, and showcasing our ability to deliver efficient and quality-driven projects under the JOC framework. This effort will be overseen by Amanda Ruckman, Marketing Director.

		Key tactics include direct engagement with agency decision-makers, participation in industry events, leveraging various social media marketing channels, and showcasing past successes to demonstrate our value proposition for JOC services within the public sector.
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Our operations and site operations team members act as our sales force and customer service representatives on all contracts with all clients. While most of our team members have previous JOC experience from prior employment, we include JOC specific training as part of our new employee onboarding training curriculum. Additionally, we provide semi-annual JOC refresher training to all employees to ensure we're following best practices and up to date on local, state, and federal JOC related changes. Upon award of this contract, S-Works will host a semi-annual training for this contract specifically to train employees, so they fully comprehend the scope, terms, and benefits of this contract. This training will include a contract deep-dive for comprehensive contract understanding, and presentation skills development and role-playing. The presentation skills development will focus on preparing team members to both present this contract to an agency and be prepared to answer any questions concerning it, and the role-playing will allow team members the opportunity to practice their presentations. Lastly, we train our employees to use a problem-solving approach, meaning we give them the tools and resources to be able to look up or find the answer to any question they're unable to answer immediately.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	S-Works Construction Corp. agrees to provide our company logo to Region 10 ESC and Equalis group, and agrees to provide permission for reproduction of such logo in marketing and communications promotions.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	S-Works will designate our Vice President, Camden Seiler, as the primary role for reporting monthly sales through this agreement to Equalis. Camden currently serves this role for other cooperatives with reporting requirements and is highly capable of completing the monthly reporting on time and accurately. In the event Camden is unable to do the monthly reporting (sickness, emergency, etc.) this responsibility falls upon CEO Richard Ruckman, who is also well trained and experienced in completing monthly sales reports.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	[redacted]
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	S-Works uses the same proactive and client-centered approach with both new and existing customers. Our approach is centered around clear communication, transparency, and establishing a strong working relationship through trust building and exceptional performance. We understand each agency has unique needs and requirements and are flexible in adapting to agency-specific processes and procedures. For all new customers, we initiate dialogue to understand the agency's specific needs, project goals, and expectations

		for JOC services. Once established, we will continue to follow up with the agency to confirm our compliance and understand if there are any new/additional agency-specific developments. S-Works highly values feedback, and we actively seek input on areas for improvement based on past experience to refine our services better. Lastly, our team members are trained as highly professional collaborative problem-solvers, with the end goal of ensuring projects are executed seamlessly and with mutual understanding from all parties.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	S-Works Operations team members act as our Company's sales representatives. This includes (2) Assistant Project Managers, (4) Project Managers, (1) Project Executive, (1) Vice President, (1) Director, and (1) CEO for a total of (10) sales representatives. Our Director resides in and works out of the state of Florida. The other (9) sales representatives work out of our Leesburg, Virginia office location. (2) of those sales representatives reside in the state of Maryland.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

S-Works Response: Copies of the below licenses, registrations, and certifications, are attached.

Business Licenses:

- Virginia State Corporation Commission (SCC) Certificate
- Virginia Class A Contractors License
- Maryland Business License
- Washington D.C. Business License
- Philadelphia Commercial Activity License
- Arlington County Business License
- City of Alexandria Business License
- City of Falls Church Business License
- Fairfax County Business License
- Loudoun County Business License
- Prince William County Business License
- Town of Herndon Business License

Certifications:

- MWAA Small Local Business Enterprise (SLBE – formerly LDBE)
- Virginia Small, Women, and Minority-Owned (SWAM) – Small, Micro business
- Maryland Small Business Reserve (SBR). Please note, the state of Maryland does not provide a copy of this certification. As such, we have provided a screenshot of the S-Works company profile page in eMMA with the SBR certification number listed.

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 21, 2017

This is to certify that the certificate of incorporation of

S-WORKS CONSTRUCTION CORPORATION

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 21, 2017

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CISJMA

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
03-31-2025

NUMBER
2705048748

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC RBC

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176

DPOR

Demetrios J. Melis, Director

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC RBC
NUMBER: 2705048748 EXPIRES: 03-31-2025

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176

(FOLD)

RECEIVED

FEB 22 2023

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

90 County

State of Maryland
License

15156031

15156031

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

23

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	015	OUT-OF-STATE CONTRACTOR (NOT FOR HOME IMPROVEMENT)	1	11.25

DATE OF ISSUE
MO DAY YR
08/16/2023

MONTHS PAID
9

Karen A Bushell

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2024**

ISSUING FEES	2.00		
TOTAL	13.25		AMOUNT PAID 13.25

ISSUED BY
KAREN A. BUSHELL, CLERK OF CIRCUIT COURT
50 MARYLAND AVENUE, ROOM 1300
ROCKVILLE, MARYLAND 20850 (240)777-9460

HRG

The information below is for the Clerk's Office use only, customers can disregard.
These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first

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RECEIVED

AUG 21 2023

Scan this one second

11.25$M0.00$M0.00$M2.00

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: **6/27/2022**
Category: **4105**
License#: **410522000637**
License Period: **4/1/2022 - 3/31/2026**

BASIC BUSINESS LICENSE

Billing Name and Address:	Premise/Application's Name and Address:	Registered Agent's Name and Address:
S-WORKS CONSTRUCTION CORPORATION **JOSEPH D SALAMA**	**S-WORKS CONSTRUCTION CORPORATION**	**1ST ALLIANCE RESOURCES, LLC**
212 E. MARKET STREET **LEESBURG, VA 20176**	**212 E. MARKET ST -** **LEESBURG, VA 20176**	**2300 N STREET NW** **WASHINGTON DC20037**

Owner's Name
Corp. Name **S-WORKS CONSTRUCTION CORPORATION**
Trade Name

CofO/HOP#:	SSL:	Zone:	Ward:	ANC:	**PERM NO.**
CLASS: A		**UNITS: 1**			

Regulated Businesses

General Service and Repair

Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

*License Effective from the later of Issued or Start of License-Period Date

Director:
Ernest Chrappah

City of Philadelphia
Department of
Licenses & Inspections
P.O. Box 53310
Philadelphia, Pa. 19105

DISPLAY PROMINENTLY
if required by law

S-Works Construction Corp.

212 E. Market St
Leesburg, VA 20176
USA

3702 Commercial Activity License

Activity License Type: Commercial Activity

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	936564	936564		10/26/2023

ACTIVITY LICENSE

Interpreter services available. |خدمات الترجمة الشفهية متوفرة لدينا |អាចផ្តល់បាតរបកប្រែភាសា។ |提供口译服务 |Services d'interprétation disponibles. |통역이 제공됩니다|Предоставляются услуги устного переводчика.|Se brindan servicios de interpretación.|Có sẵn dịch vụ thông dịch.

ARLINGTON COUNTY, VIRGINIA
BUSINESS LICENSE TAX CERTIFICATE

2024

S-WORKS CONSTRUCTION CORPORATION

Account #: BLC-1001194402-02

Trade Name:

Renew by March 1, 2025

Location Address:
212 E MARKET ST
LEESBURG, VA 20176-3113

Kim E. Klingler
COMMISSIONER OF REVENUE

Classification:
64, Contractors

Carla de la Pava
TREASURER



2024 City of Alexandria Business License

Finance Department, Revenue Administration Division, City of Alexandria
301 King Street, Room 1700, Alexandria, VA 22314
Phone: 703.746.4800 http://www.alexandriava.gov/

RECEIVED

MAR 25 2024

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

S-Works Construction Corporation
212 E Market St
Leesburg, VA 20176

License Classification(s):

Reciprocity Contractor
1-111-111
Reciprocity Contractor

March 20, 2024

Dear Taxpayer:

This is your 2024 City of Alexandria Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit http://www.alexandriava.gov/ or contact my office via phone at 703.746.4800.

Finance Department, Revenue Administration Division, City of Alexandria

Keep this letter for your records.

City of Alexandria Business License

Revenue Administration Division, City of Alexandria, 301 King Street, Room 1700, Alexandria, VA 22314

This license has been issued by the Revenue Administration Division of the City of Alexandria and is granted to:

S-Works Construction Corporation
No City Address
Chantilly, VA 20151

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

License Classification(s): Reciprocity Contractor
1-111-111
Reciprocity Contractor

City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024 Business License

Account ID	7519
Start Date in Falls Church City	
Issue Date	01/29/2024
Expiration Date	12/31/2024
Type	CONTRACTOR IN STATE

BUSINESS LOCATION	OWNER ID
S-WORKS CONSTRUCTION CORPORATION 300 PARK AVE FALLS CHURCH, VA 22046-3301	163002

BUSINESS NAME & MAILING ADDRESS

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Paid 2024 license holders are in good standing until March 1st, 2025.

Thank you for doing business in the City of Falls Church!

Thomas D. Clinton
Commissioner of the Revenue

NON-TRANSFERABLE

City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024 Business License

Account ID 7519
Start Date in Falls Church City
Issue Date 01/29/2024
Expiration Date 12/31/2024
Type CONTRACTOR IN STATE

BUSINESS LOCATION OWNER ID
S-WORKS CONSTRUCTION CORPORATION
300 PARK AVE
FALLS CHURCH, VA 22046-3301
163002

BUSINESS NAME & MAILING ADDRESS
S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Thomas D. Clinton
Commissioner of the Revenue

Office Copy

Business License
Paid 2024 license holders are in good standing until March 1st, 2025.

Office of the Commissioner of the Revenue
E-mail: commissioner@fallschurchva.gov

NON-TRANSFERABLE

Fairfax County
Dept. Tax Administration,
12000 Government Center Pkwy
Suite 223
Fairfax, VA 22035

RECEIVED

MAR 11 2024

S-WORKS CONSTRCTION CORP
212 E MARKET ST
LEESBURG VA 20176-3113

2024 BUSINESS LICENSE INFORMATION

ACCOUNT #:	000-15-2179	**CLASSIFICATION:**	CONTRACTOR & CONTRACTING
ORDINANCE CODE:	47224-00	**LOCATION:**	THROUGHOUT COUNTY
NAICS:	238110	**LICENSE NUMBER:**	2468467

Business licensing is a form of local taxation of gross receipts generated from business activity in Fairfax County.

Business licenses must be renewed annually by March 1st and filing should be completed online at www.fairfaxcounty.gov/taxes or by mail.

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us e-mail through our website, www.fairfaxcounty.gov/taxes.

Detach along this perforation

FAIRFAX COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE
12000 Government Center Parkway Fairfax, VA 22035, Phone: 703-222-8234

BUSINESS LOCATION:
THROUGHOUT COUNTY

BUSINESS OWNER:
S-WORKS CONSTRCTION CORP

TRADE NAME:
S-WORKS CONSRUCTION CORP

BUSINESS MAILING ADDRESS:
212 E MARKET ST
LEESBURG VA 20176

COUNTY OF FAIRFAX 2024 1742 VIRGINIA

LICENSE NUMBER:
2468467

LICENSE TAX PERIOD:
January 01, 2024 TO **December 31, 2024**
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
CONTRACTOR & CONTRACTING

Young Tarry, Director
Personal Property & Business License Division
Department of Tax Administration

Jay Doshi, Director
Department of Tax Administration

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

Robert S. Wertz, Jr.
Commissioner of the Revenue
Loudoun County, Virginia
PO Box 8000
Leesburg, VA 20177-9804

RECEIVED

MAR 18 2024

RETURN SERVICE REQUESTED

EG02

**********AUTO**5-DIGIT 20176 6 93
S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

License document should be prominently displayed in your commercial establishment.

- Business licensing is a form of local taxation of gross receipts generated from business activity in Loudoun.
- The business license must be renewed annually by March 1st. Filing should be completed online at www.loudoun.gov/efile.
- All registrants for local tax assessment are responsible for complying with all county and other legal requirements with respect to such business, occupation, profession, or calling which is registered with the Office of the Commissioner of the Revenue.
- The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the County or other lawful authority.

For additional information logon to: www.loudoun.gov/cor

Detach along this perforation

ROBERT S. WERTZ, JR., COMMISSIONER OF THE REVENUE
1 Harrison Street, SE, 1st Floor, PO Box 8000, Leesburg, VA 20177-9804

LOUDOUN COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE

BUSINESS LOCATION:
1 VARIOUS OUTSIDE ANY TOWN
LEESBURG VA 20176-0000

BUSINESS OWNER:
S WORKS CONSTRUCTION CORPORATION

TRADE NAME:
S-WORKS CONSTRUCTION CORPORATION

ATTN:

ADDRESS:
212 E MARKET ST
LEESBURG VA 20176-3113

2024

LICENSE NUMBER:
B517747

LICENSE TAX PERIOD:
JAN 01, 2024 TO DEC 31, 2024

THIS LICENSE IS VALID THRU MARCH 1,2025

CLASSIFICATION:
CONTRACTOR &
CONTRACTING/DEVELOPER

Robert S. Wertz Jr.
COMMISSIONER OF THE REVENUE

TREASURER

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

PRINCE WILLIAM COUNTY
Tax Administration - Taxpayer Services
PO Box 2467
Woodbridge, VA 22195-2467

2024 BUSINESS LICENSE

PRINCE WILLIAM COUNTY TAX ADMINISTRATION

1 County Complex Ct. Woodbridge, VA 22195
Telephone: 703-792-6710
Email: taxpayerservices@pwcgov.org

S-WORKS CONSTRUCTION CORPORATION
212 E. MARKET ST
LEESBURG, VA 20176

Account Number:	10863858
Business Name:	S-WORKS CONSTRUCTION CORPORATION
Trade Name:	S-WORKS CONSTRUCTION CORPORATION
Business Location:	14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period:	2024
License Number:	10863858-2024
License Class(es):	Reciprocal Contractor (RC)

March 5, 2024

Dear Taxpayer:

This is your 2024 Prince William County Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit www.pwcgov.org/tax or contact my office via phone at 703-792-6710.

Sincerely,

Tax Administration Prince William County

KEEP THIS LETTER FOR YOUR RECORDS.

Prince William County 2024 Business License

Taxpayer Services, Prince William County
PO Box 2467, Woodbridge, VA 22195-2467
Phone: 703-792-6710 www.pwcgov.org/tax

S-WORKS CONSTRUCTION CORPORATION
S-WORKS CONSTRUCTION CORPORATION
14516 LEE RD STE A
CHANTILLY, VA 20151

Business Location:	14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period:	2024
Account Type:	Business License
License Class(es):	Reciprocal Contractor (RC)

TOWN OF HERNDON
REVENUE DEPARTMENT
777 LYNN STREET
HERNDON, VIRGINIA 20170-4602
www.herndon-va.gov

License Number: **11666**
Business Name: **S WORKS CONSTRUCTION CORPORATION**
Business Location:
Classification: **CONTRACTOR**
Issue Date: **04/24/2024**
NAICS Code: **236210**

LICENSE MUST BE POSTED IN PLAIN SIGHT AT BUSINESS LOCATION

Business Mailing Address:
S WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176

2024 Town of Herndon Business License Certificate

Expires December 31, 2024
Renew by March 1, 2025

Director of Finance

The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the Town of Herndon or other lawful authority.

Metropolitan Washington
Airports Authority
1 Aviation Circle
Washington, DC 20001-6000

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

October 20, 2023

Mr. Joseph Salama
S-Works Construction Corporation
212 E. Market Street
Leesburg, VA 20176

Certification Number: LD20963310

Certification Expiration Date: September 3, 2026

Dear Mr. Salama:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **S-Works Construction Corporation** to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If, there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **S-Works Construction Corporation** to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

NAICS Codes and Descriptions
NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Department of Supplier Diversity at 703-417-8660.

Sincerely,



Cedric Kinlow

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

S-WORKS CONSTRUCTION CORPORATION

is a certified Small,Micro
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 816179
Valid Through: Sep 30, 2025

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED
SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Maryland SBR Certification

Company Information

Legal Name: S-WORKS CONSTRUCTION CORP.

Supplier: 1014396

Company Name (DBA): S-WORKS CONSTRUCTION CORP.

Is Remit-To Address?

eMMA Vendor ID: SUP1014396

Status: Active

DUNS Number: 081139129

Website: www.sworksconstruction.com

Business Description:

Tax Information

Tax ID Type: EIN

Tax ID: 371848281

Ownership Type: Corporation

Main Address

Address: 212 E MARKET ST

Address Line 2:

Address Line 3:

City: LEESBURG

State/Territory/Province: Virginia

Postal Code: 20176

Country: UNITED STATES

Corporate Contact Information

Corporate Email: info@sworksconstructio...

Corporate Phone: 7039533733 *

Corporate Fax: 7039557710

Procurement Programs

State Programs

For information regarding the programs listed below, click here.

Is your company currently enrolled in the following programs?

Small Business Reserve (SBR): No

Apply for the SBR Program?: Yes

SBR Certification #: SB23-041411

Veteran-Owned Small Business Enterprise (VSBE): No

Apply for the VSBE Program?: No

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: **S-Works Construction Corp.**

Title of Authorized Representative: **Richard Ruckman, Chief Executive Officer and Co-Owner**

Mailing Address: **212 E. Market St. Leesburg, VA 20176**

Signature: 

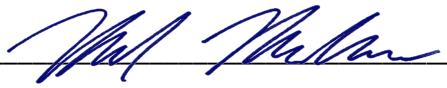
PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **S-Works Construction Corp.**

Title of Authorized Representative: **Richard Ruckman, Chief Executive Officer and Co-Owner**

Mailing Address: **212 E. Market St. Leesburg, VA 20176**

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

26 April 2024

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

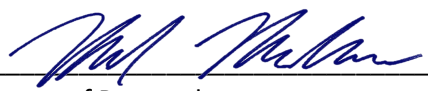
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

26 April 2024

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR S-Works Construction Corp.

ADDRESS 212 E. Market St.

Leesburg, VA 20176

PHONE 703-953-3733

FAX 703-955-7710

RESPONDANT

Signature

Richard Ruckman
Printed Name

CEO & Co-Owner
Position with Company

AUTHORIZING OFFICIAL

Signature

Richard Ruckman
Printed Name

CEO & Co-Owner
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

S-Works Construction Corp. currently does not conduct business in the state of Texas. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses and other state-specific requirements to be in accordance with all Texas, Equalis, and Region 10 ESC laws and regulations, including submitting Form 1295.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____**RAR**_____
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _____**RAR**_____
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____**RAR**_____
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

S-Works Construction Corp.	**212 E. Market St.**	
Company Name	Address	
Leesburg	**Virginia**	**20176**
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____RAR_____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____**RAR**_____

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? RAR

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? RAR

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

S-Works Construction Corp.

Company Name



Signature of Authorized Company Official

Richard Ruckman

Printed Name

Chief Executive Officer & Co-Owner

Title

26 April 2024

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? RAR
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? RAR
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



26 April 2024

Signature of Respondent Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Richard Ruckman *, a partner in* S-Works Construction Corp. *, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Richard Ruckman	212 E. Market St. Leesburg, VA 20176	49%
Joseph Salama	212 E. Market St. Leesburg, VA 20176	51%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ 26 April 2024

Authorized Signature and Title ***Date***

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
Company Name: S-Works Construction Corp.
Street: 212 E. Market St.
City, State, Zip Code: Leesburg, VA 20176

S-Works Construction Corp. currently does not conduct business in the state of New Jersey. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses, New Jersey public notary, and other state-specific requirements to be in accordance with all New Jersey, Equalis, and Region 10 ESC laws and regulations.

State of New Jersey

County of _____

I, _____ of the _____
Name *City*

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires , 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

OR

2. *A photo copy of their Certificate of Employee Information Report* _____

OR

3. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education ____x____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

CEO & Co-Owner — 26 April 2024

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

S-Works assumes this signature line is for a Region 10 ESC and/or Equalis Group Procurement Agent. If S-Works is supposed to sign this line, please notify us and we will execute promptly.

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
   b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d) The form may be used "as-is", subject to edits as described herein.
   e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	**S-Works Construction Corp.**				
Address:	**212 E. Market St.**				
City:	**Leesburg**	State:	**VA**	Zip:	**20176**

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	**Richard Ruckman**	**CEO & Co-Owner**
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	**N/A**	**N/A**	$ **0**

☐ Check here if the information is continued on subsequent page(s)

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- [ ] Partnership
- [ ] Corporation
- [ ] Sole Proprietorship
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership
- [X] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: **Richard Ruckman** Home Address: **212 E. Market St. Leesburg, VA 20176**	Name: **Joseph Salama** Home Address: **212 E. Market St. Leesburg, VA 20176**
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this 26th day of April, 2024 (Notary Public) My Commission expires: 7/31/2024	Mary Elizabeth Galvin (Affiant) Mary Elizabeth Galvin Notary Public (Print name & title of affiant) (Corporate Seal)

MARY ELIZABETH GALVIN NOTARY PUBLIC REG. #7886522 MY COMMISSION EXPIRES 07/31/2024 COMMONWEALTH OF VIRGINIA

K-WORKS CONSTRUCTION CORPORATION SEAL

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

26 April 2024 — *Date*

CEO & Co-Owner — *Authorized Signature & Title*

Proposal Form 1: Attachment B - Pricing is proprietary information. S-Works will provide this information to participating agencies upon request.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	**S-Works Construction Corp.**
Address	**212 E. Market St.**
City/State/Zip	**Leesburg, VA 20176**
Telephone No.	**703-953-3733**
Fax No.	**703-955-7710**
Email address	**rruckman@sworksconstruction.com**
Printed name	**Richard Ruckman**
Position with company	**CEO & Co-Owner**
Authorized signature	

Term of contract July 1, 2024 **to** June 30, 2026

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Jana Melsheimer (Jun 19, 2024 15:34 CDT)

Region 10 ESC Authorized Agent

Jun 19, 2024

Date

Dr. Jana Melsheimer

Print Name

Equalis Group Contract Number R10-1166D

Region 10 ESC
Experience the Power of 1©

June 19, 2024

S-Works Construction Corp.
Richard Ruckman, Chief Executive Officer
212 E. Market St.
Leesburg, VA 20176

Re: RFP # R10-1166 Job Order Contracting (JOC)

Dear Mr. Ruckman:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, June 19, 2024 and awarded RFP # R10-1166 Job Order Contracting (JOC) to S-Works Construction Corp.

Your contract number will be R10-1166D. This contract will become effective on July 1, 2024 and will have an initial term of two (2) years with three (3) optional one year renewals.

Thank you for submitting your response. We look forward to working with you.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

Scoring Summary

Active Submissions

	Total	Products and Pricing	Performance Capability	Qualifications and Experience	MWBE Status/Programs	Commitment to Members
Supplier	/ 100 pts	/ 30 pts	/ 25 pts	/ 25 pts	/ 10 pts	/ 10 pts
CORE Construction	85.33	25.33	23.33	22.67	6.667	7.333
S-Works Construction Corporation	79.33	24	21	19	9	6.333
RS Commercial Construction	78.67	25.33	21.33	19.67	5.667	6.667
Advanced Roofing	77	22.67	20.33	21.67	5.667	6.667
Skanska	76.33	22.67	21	20.33	6	6.333

F.H. Paschen, S.N. Nielsen & Associates LLC	73	22.33	20	17.67	6	7
LMC Corporation	73	13.33	20.67	22.33	9.667	7
Progressive Roofing	72.67	18.33	22.33	22.33	3.667	6
3	72.67	24	18	17.67	6.667	6.333
RoofConnect Logistics, Inc	70.67	22.33	19	20	2.667	6.667
AZTECA Designs, Inc DBA' AZTECA Designs and Construction	70	21	17.67	16	9	6.333
Mart, Inc.	69	22.33	18	19	4.667	5

Concord Commercial Services, Inc.	67.33	19.33	19.67	20.33	3	5
NXTGEN Clean Energy Solutions	52.67	16.33	14	12.33	5	5

Eliminated Submissions

	Products and Pricing	Performance Capability	Qualifications and Experience	MWBE Status/Programs	Commitment to Members
Supplier	**/ 30 pts**	**/ 25 pts**	**/ 25 pts**	**/ 10 pts**	**/ 10 pts**
Flip Lok LLC	-	-	-	-	-

Reason

Supplier	Disqualified by	Reason
Flip Lok LLC	Clint Pechacek	Non-responsive, does not perform JOC work.

City of Cocoa Budget Adjustment Form FY 2026 - 26-043-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 4020 DATE PREPARED: 1/12/26

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 166,787)	421-4010-536.39-00		CONTINGENCY			($ 166,787)	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
($ 166,787)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 151,624	421-4020-536.64-00	CA2602	MACHINERY & EQUIPMENT (Equipment)			$ 151,624	
$ 15,163	421-4020-536.64-00	CA2602	MACHINERY & EQUIPMENT (Contingency)			$ 15,163	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 166,787	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For the purchase of a Re-manufactured 1000 kVa 3-Ph Padmount Transformer in the amount of $151,623.99 with 10% Project Contingency of $15,163.01, for a total project cost of $166,787.00.
Agenda# 2026-023

City Council Approval Needed? *Yes.* (●) *No.* ( ) DATE APPROVED: RESOLUTION #: 2026-010

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

James Mitchell Digitally signed by James Mitchell Date: 2026.01.12 12:24:25 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2026.01.13 13:43:52 -05'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2026.01.12 17:48:46 -05'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2026.01.21 08:17:00 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	December 17, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1215
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve Task Order 2026-65 under Contract RFQ-20-03-COC with Jacobs Engineering Group Inc. for design, permitting, and bidding services related to the Dyal WTP High Service Pumps Improvements in the amount of $249,836.00.

BACKGROUND:

The Claude H. Dyal Water Treatment Plant (WTP) transmits finished treated water through the operation of four large high-service pumps (HSPs) providing a total pumping capacity of approximately 80 million gallons per day (mgd). These pumps utilize motors ranging in size from 1,000 hp to 1,250 hp. As part of a previous capital project, two of these large pumps were relocated to a secondary HSP building. To optimize the vacant space in the original building and achieve greater operational efficiencies during periods of low water demand, the City intends to evaluate and install smaller high-service jockey pumps. Additionally, the variable frequency drive (VFD) for existing High Service Pump #4 has reached the end of its useful life and requires replacement to ensure continued reliability.

To address these needs, staff has negotiated Task Order 2026-65 with Jacobs Engineering Group Inc. to provide a comprehensive phased design delivery. The scope of services includes an initial feasibility analysis and hydraulic modeling, followed by preliminary and final design, permitting services with the Florida Department of Environmental Protection (FDEP), and assistance with the competitive bidding process. This project will be executed under the existing master agreement for Continuing Engineering Services for Water System (RFQ-20-03-COC), originally awarded on February 5, 2020, and most recently amended on July 23, 2024. The total compensation for these professional services is $249,836.00.

Staff recommends that the City Council approve Task Order 2026-65 with Jacobs Engineering Group Inc. for design services related to this project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 424-4020-536.64-00 Amount $249,836 WS26HV

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve Task Order 2026-65 under Contract RFQ-20-03-COC with Jacobs Engineering Group Inc. for design, permitting, and bidding services related to the Dyal WTP High Service Pumps Improvements in the amount of $249,836.00.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for Water System	2026-65
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 12/17/25 City Bid Number: RFQ-20-03-COC AMOUNT: $ 249,836.00

Vendor Name: Jacobs Engineering Inc. Quote/Proposal Number:

Dept. Number/Division Name: Utilities/4020

Project Name: High Service Improvements Project Project Number: WS26HV

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

This proposal is for the design, permitting, and bidding services for Project WS26HV. WS26HV, High Service Pump Improvements project includes replacement the Variable Frequency Drive (VFD) on High Service Pump (HSP) #4 at the Dyal WTP. The VFD on HSP 4 has experienced operational issues and is over 15 years old and is therefore recommended for replacement. The project also includes installation of up to two new, smaller capacity jockey pumps to improve operational flexibility and reduce energy consumption. These will be installed at the former location of HSP #2 and #3 which were relocated to the second HSP Building as part of a previous project.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 2,600,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Katherine Ennis Digitally signed by Katherine Ennis Date: 2025.12.17 13:50:34 -05'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.12.17 15:37:53 -05'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-65

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2026.01.05 14:34:11 -05'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Task Order 2026-65

Dyal WTP High Service Pumps Improvements – Design, Permitting, and Bidding Services

Objective and Background

The City of Cocoa's Claude H. Dyal Water Treatment Plant provides finished water transmission by the operation of four large high service pumps having a total pumping capacity of approximately 80 mgd. The high service pumps have motors ranging in size from 1000 hp to 1250 hp. Each pump is controlled by either an eddy current drive or variable speed drive. The City is considering installation of smaller jockey pumps with a goal of achieving greater operational efficiencies during low water demand periods. In addition, the City desires to replace the variable frequency drive unit for existing High Service Pump #4. Therefore, the services to be provided under this task order include the following primary tasks:

1. Evaluate operation of existing high service pumps, and assess the feasibility and operational effectiveness of adding a high service jockey pump(s);
2. Provide engineering services for the design, permitting, and bidding for installation of a high service jockey pump(s);
3. Provide engineering services for the design and bidding for replacement of existing Pump #4 variable frequency drive (VFD) unit;
4. Permitting Services; and
5. Bidding Services

The evaluation of the existing high service pumps and the assessment of the feasibility of using a smaller high service jockey pump would be analyzed first to determine whether a jockey pump is suitable for application at the Dyal WTP. Tasks 1 above would be completed as part of an initial assessment study to determine the feasibility of using a jockey pump with recommendations for the jockey pump improvements. With the City's concurrence with the recommendations, Tasks 2, 3, 4, and 5 would be completed to implement the jockey pump design and installation as a capital improvement project, along with the replacement of the VFD unit for Pump #4.

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services for the evaluation of the existing high service pumps and feasibility of using a smaller jockey pump, followed by design, permitting and bidding related to the installation of a high service jockey pump. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, the First Amendment on December 22, 2022, and Second Amendment, dated July 23, 2024.

Scope of Work

Task 1 – Feasibility Analysis

The phased scope of services for the installation of high service jockey pumps at the Dyal water treatment plant is described as follows:

The project design work for the project will be carried out using a phased design delivery approach so that a logical and progressive completion of the design work. The phases will be carried out sequentially as described below.

Task 1.1 – Feasibility Study / Conceptual Design

Jacobs will review operation of existing high service pumps and evaluate their operation with respect to water demands and power consumption. Additionally, a hydraulic model for the pumps will be developed to simulate the operation of the pumps to evaluate their effectiveness during the diurnal water demand cycle. Following assessment of the operation of the existing pumps, Jacobs will consider and assess the installation of smaller jockey pumps, which may have greater operational efficiency during low water demand periods. The developed hydraulic model will be used to evaluate the jockey pump operation.

Following review of the operation of the existing pumps and assessment of the feasibility of installing jockey pumps, Jacobs will prepare a draft technical memorandum (TM) to present the results of the pump evaluation. If the installation of the jockey pump is recommended, a conceptual layout of the pump installation will also be developed and included as part of the technical memorandum. The technical memorandum will contain sufficient detail and information for use as the basis of the Preliminary Design. Following completion of the draft technical memorandum, the TM will be submitted to the City for review. Following the City's review, Jacobs will meet with the City to discuss their comments. Following the review meeting, Jacobs will revise the TM to address the City comments and submit the final TM to the City.

Task 1.1 Deliverables

The following deliverables will be provided in PDF format:

- Draft Technical Memorandum
- Final Technical Memorandum

Task 2 – Design Development

Task 2.1 – Preliminary Design

The Preliminary Design Phase will be completed to firmly establish the design intent, concepts, and criteria prior to development of the Final Design in order to provide a unified definition of the project to develop a clear and accurate scope of work for the Final Design. Although a basic

scope of the project has been developed, preliminary evaluation and discussion is required to define the Final Design scope in order to efficiently and cost effectively complete the detailed Final Design and bid document drawings and specification preparation.

The Preliminary Design will be documented in a Preliminary Design Report (PDR). The general purpose of the PDR is for documentation of objectives, design criteria, existing conditions, design inputs, and similar basis information for review by the City. The PDR will include the following content as applicable for each design discipline, as needed:

1. Design criteria and concepts to be used as the basis of design
2. Codes, regulations, standards, and references
3. Updated process design summary from Conceptual Design phase
4. Preliminary equipment list and data sheets for major equipment
5. Process control narratives
6. Preliminary drawings:
    a. Pump Room Floor Plan
    b. Process mechanical plans and sections
    c. Electrical Room Floor Plan
    d. Electrical single-line diagrams

Task 2.1 Deliverables

The following deliverables will be provided in PDF format:

- Preliminary Design Report and Preliminary Plans
- Review meeting agenda and meeting minutes

Task 2.2 – Design Development (60% Design)

The purpose of this task is to utilize the decisions of the project that were made in the previous phase to develop the project design to achieve a true “design freeze” at the conclusion of this phase. Drawings will be further progressed and detailed to present the construction plans in more detail. Additionally, the initial draft of specifications will be developed as part of this phase.

Following the City’s review of the 60% drawings and specifications, Jacobs will conduct a review meeting with the City at the Dyal WTP to review the design package, discuss City’s comments and document design changes to be included in the next design phase.

Task 2.2 Deliverables

The following deliverables will be provided in PDF format:

- 60% Design Submittal – Drawings and draft specifications
- Opinion of Probable Construction Cost
- Review meeting agenda and minutes

Task 2.3 – Final Design (90% and 100% Design)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

- Finalize specification front-end documents (Division 01 - General Requirements)
- Prepare final construction drawings
- Prepare final technical specifications
- Complete final checking and coordination review

Following the City's review of the 90% drawings and specifications, Jacobs will conduct a review meeting with the City at the Dyal WTP to review the design package, discuss City's comments and document design changes to be included in final bid document submittal. Following the review meeting, Jacobs will modify the contract documents to reflect all agreed upon final review comments from the City and Jacob's quality control review team. The final 100% complete drawings and specifications will then be submitted to the City for inclusion into the City's bid package.

Task 2.3 Deliverables

The following deliverables will be provided in PDF format:

- 90% Design Submittal – Drawings, specifications, design details
- Opinion of Probably Construction Cost (based on 90% submittal)
- 100% Design Submittal – Drawings, specifications, design details
- Meeting agenda and minutes

Task 3 - Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification and no capacity rerating will be required. Jacobs will provide one response to a Request for Additional Information (RAI).

A FDEP permitting fee up to $4,000 has been included in the task order budget.

Task 3 Deliverables

The following deliverables will be provided in PDF format:

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1) and supporting documentation per FDEP requirements.
- Response to RAI (if necessary)

Task 4 - Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference for each project. Jacobs will assist the City in developing the agenda and content of the pre-bid conference, and will attend the pre-bid conference meeting. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Assumptions

1. Existing building floor plan drawings will be used to generate the base drawing for use in developing the construction drawings.
2. It is assumed that fire suppression system improvements are not required for the project and design of any fire suppression systems are not included as part of the scope of work presented herein. If during permitting, the permitting authority requires any fire suppression improvements, the subject fire suppression improvements will be performed under an additional authorization.
3. It is assumed that no improvements to the existing building or building systems (i.e., ADA access, ventilation, plumbing, fire suppression, etc.) to meet current codes will be required with this project. If during project permitting, the permitting authority requires building improvements for meeting current building codes, design of building modifications will be considered out of scope and will be performed under a separate authorization.
4. No meetings are included in this budget for meetings with the regulatory agencies.

5. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
6. Jacobs master technical specifications (Division 01 – 49) will be used as the basis for all specifications.
7. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
8. If a building permit is necessary, the Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
9. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design services provided under Task 1 are estimated to be completed as shown in Table 1.

Table 1: Schedule

Task/Activity	Schedule
Task 1 – Feasibility Study	
Task 1.1 Feasibility Study/Conceptual Design	8 weeks after kickoff meeting
Task 2 – Design Development	
Task 2.1 Preliminary Design	12 weeks after Conceptual Design TM review meeting
Task 2.2 60% Design	12 weeks after Preliminary Design review meeting
Task 2.3 90% Design	12 weeks after 60% Design review meeting
Task 2.3 100% Design	4 weeks after 90% Design review meeting

Permitting services provided under Task 3 are anticipated to begin after approval of the 60% design package. The FDEP permit application will be submitted within 8 weeks after approval of the 60% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publication.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1.1 – Feasibility Study / Conceptual Design	125	$ 25,707
Tasks 2.1, 2.2, & 2.3 – Preliminary and Final Design	1,008	$187,815
Task 3 – Permitting Services	85	$ 17,208
Task 4 – Bidding Services	69	$ 13,106
Expenses & Permit Fees	N/A	$ 6,000
Totals:	**1,287**	**$249,836**

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

Acceptance

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

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By: 
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 12/15/2025

City of Cocoa Task Order #2026-XX

Dyal WTP High Service Jockey Pumps & Pump #4 VFD - Design, Permitting and Bidding Services

Attachment A - Fee Estimate

	Project Manager	Design Manager	SE/Modeler	Modeler	Process Mechanical Engineer	Process Mechanical Technician	Electrical Engineer	Electrical Technician	Structural Technician	Structural Engineer	I&C Engineer	I&C Technician	Lead Technician	Cost Estimating	Specs Processor	QC Reviewers	Office				
	Engineer 8	Engineer 7	Engineer 7	Engineer 2	Engineer 4	Technician 5	Engineer 7	Technician 3	Engineer 3	Engineer 6	Engineer 5	Technician 3	Engineer 2	Engineer 5	Technician 4	Engineer 6	Office				
	$235.00	$235.00	$235.00	$120.00	$169.00	$169.00	$235.00	$120.00	$142.00	$218.00	$199.00	$120.00	$120.00	$199.00	$142.00	$218.00	$85.00		Labor Hours	Labor Fee	Expenses	Subcontracts
Task 1 - Feasibility Study	50	3	40	17	3	0	0	0	0	0	0	0	0	0	5	0	7					
																		Task Totals:	125	$25,707	$500	$0
																		Task Fee:	$26,207			
Task 2 - Engineering Design Services	68	64	14	0	134	96	180	80	26	39	78	42	68	26	32	52	9					
																		Task Totals:	1,008	$187,815	$1,000	$0
																		Task Fee:	$188,815			
Task 3 - Permitting Services	12	10	0	0	15	0	15	0	0	11	15	0	0	0	0	0	7					
																		Task Totals:	85	$17,208	$250	$0
																		Task Fee:	$17,458			
Task 4 - Bidding Services	22	17	0	0	0	5	3	5	3	0	0	0	5	0	0	0	9					
																		Task Totals:	69	$13,106	$250	$0
																		Task Fee:	$13,356			
Summary	**152**	**94**	**54**	**17**	**152**	**101**	**198**	**85**	**29**	**50**	**93**	**42**	**73**	**26**	**37**	**52**	**32**					
																		Total Labor Hours:	1,287			
																		Total Labor Fee:	$243,836			
																		Total Expenses:	$2,000			
																		Permit Application Fees Allowance:	$4,000			
																		Total Subcontracts:	$0			
																		Total Fee:	**$249,836**			

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Budgetary Estimate for the Jockey HSP and VFD#4 Project (WS26HV)

- Provided in March 2025 - The estimate provided by Jacobs Engineering for budgetary purposes for construction was $2,175,000. The project improvements include replace the Variable Frequency Drive (VFD) on High Service Pump (HSP) #4 at the Dyal WTP. The VFD on HSP 4 has experienced operational issues and is over 15 years old and is therefore recommended for replacement. The project also includes installation of up to two new, smaller capacity jockey pumps to improve operational flexibility and reduce energy consumption. These will be installed at the former location of HSP #2 and #3 which were relocated to the second HSP Building as part of a previous project.
- December 2025 - EOR has provided an updated budgetary estimate of $2,600,000 which includes increases in construction costs as the work will not be started until FY27.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

d. The Engineer has committed any act of fraud upon the City; or

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

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CITY COUNCIL AGENDA ITEM

Memo Date:	December 24, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1294
Prepared By:	John Perrin, Senior Engineer
Through:	John Walsh, Utilities Director
Requested Action:	To approve Task Order 2026-63 with Jacobs Engineering Group, Inc. under Contract RFQ Q-20-03-COC in the amount of $156,612.00 for engineering services related to the Dyal Clarifiers 1 & 2 Rehabilitation Project.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) utilizes three concrete clarifier structures. Currently, Clarifiers 1 and 2 are experiencing leaks and require significant surface rehabilitation and a new protective coating system to extend their operational life. In addition to concrete repairs, the project involves rehabilitating structural steel components and the canopy roof system for Clarifier 2, which has been identified as being in poor condition.

Task Order 2026-63 authorizes professional engineering services for the design and bidding phases of this project in the amount of $156,612.00, pursuant to the City's continuing services agreement with Jacobs Engineering Group, Inc. (Contract RFQ Q-20-03-COC).

The scope includes preparation of final design documents and comprehensive bidding support to assist the City in selecting a qualified contractor. The anticipated construction cost for these rehabilitations is approximately $2,000,000.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds
Account Number: 424-4055-536.63-00 Project Number WS23RC
Amount: $156,612
Account Name: Infrastructure
Source of Funds: Capital

PREVIOUS ACTION:

On January 6, 2023, City Council authorized the City Manager to approve a purchase order for Crom, LLC, under a piggyback contract with Martin County, to perform investigative repairs to the clarifiers prior to the planned rehabilitation.

RECOMMENDED MOTION:

To approve Task Order 2026-63 with Jacobs Engineering Group, Inc. under Contract RFQ Q-20-03-COC in the amount of $156,612.00 for engineering services related to the Dyal Clarifiers 1 & 2 Rehabilitation Project.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for Water System	2026-63
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 12/17/25 City Bid Number: RFQ 20-03-COC AMOUNT: $ 156,612.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: 2026-63

Dept. Number/Division Name: Utilities/Engineering

Project Name: Clarifiers 1 and 2 Rehabilitation Project Number: WS23RC

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Two of the three existing clarifier concrete tanks (Clarifiers #1 and #2) at the Dyal WTP have leaks and are in need of surface rehabilitation and a new surface coating system. Both clarifier structures will be rehabilitated in order to maintain the infrastructure and maximize its useful life, including repairs and coating to certain metal components. Jacobs Engineering Group, Inc. will provide design and bidding services for the rehabilitation project.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 2,000,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

John Perrin Digitally signed by John Perrin Date: 2025.12.17 13:32:01 -05'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.12.17 15:38:36 -05'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-63

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2026.01.05 14:52:55 -05'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2026-63
Dyal WTP Clarifiers 1 and 2 Rehabilitation
Design and Bidding Services

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services for the design and bidding of a project to rehabilitate the interior and exterior surfaces of existing Clarifiers 1 and 2 at the Dyal WTP, as well as the surfaces of their respective steel structures and miscellaneous steel components. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and Second Amendment on July 23, 2024.

The City of Cocoa's Dyal WTP includes three existing clarifier concrete structures. Two of the three existing clarifier concrete tanks (Clarifiers #1 and #2) have leaks and are in need of surface rehabilitation and a new surface coating system. Therefore, the City desires to rehabilitate both clarifier structures in order to maintain the infrastructure and maximize its useful life. The project will also include surface preparation and coating of the structural steel components inside the two clarifiers. Based on observed conditions of the steel structures and steel process components, it is noted that the portions of the steel equipment and structure above the normal water line are in need of structural steel and material repairs in addition to cleaning, blasting, and recoating, while the portions of the steel structure and process equipment below the normal water line appear to only require cleaning, blasting and recoating. Further, the steel posts and canopy roof system for Clarifier #2 drive equipment is in poor condition and in need of repairs. The project design will also include the repairs and rehabilitation of the Clarifier #2 canopy roof system.

Based on the above, Jacobs will complete the design and prepare a contract documents package to rehabilitate the two existing clarifier concrete structures as well as the structural and process steel components within the clarifiers, plus the roof canopy structure for Clarifier #2. Jacobs will also assist the City during project bidding and in the selection of a single contractor for the tank rehabilitation project. The detailed description of the scope of work is presented below.

Scope of Work

Task 1 - Design Services / Preparation of Documents

Final design will be performed for the clarifier rehabilitation project, and documents will be developed that include technical specifications, drawings, and reference documents such as any available inspection reports and record drawings of the existing clarifiers. The technical specifications will define the project scope of work and the required repairs, surface preparation, and coating systems. The drawings will depict the required structural and process steel repairs required for each clarifier in a clear and concise manner. Jacobs' structural engineers will visit the site for up to two days to review the existing condition of the steel components of both clarifiers and document the portions of structural and process steel elements in need of repairs. The identified structural steel repairs will be depicted on drawings that will be prepared based on the clarifier record drawings. The drawings will also include the repairs to the post and roof canopy system for Clarifier #2.

Draft final design documents at 90% completion will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Task 2 - Bidding Services

Jacobs will provide services to assist the City in the selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference, and will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare and issue the Notice of Award to the selected contractor. Following the Notice of award, the City will be responsible for the assembly, execution, and delivery of the contract for construction and the Notice to Proceed to the Contractor.

Prior to issuance of the contract documents to the Contractor, Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Deliverables

- Final Design Documents (90% Design) – Electronic submission (.pdf format) of the design package.
- Meeting summary from the 90% design review meeting (.pdf format).
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the design package.
- Meeting agenda and meeting summary for the pre-bid conference.
- Responses to questions from proposers during the bidding process.
- Conformed Documents – Electronic submission (.pdf format) of the design package.

Assumptions

The following key assumptions apply:

1. A site visit will be performed by Jacobs structural engineers for up to two days to review the condition of the existing structural and process steel components above the normal water line for Clarifiers #1 and 2. Technical specifications will be prepared based on recommendations from a specialty concrete repair firm. Drawings will be prepared based on EIMCO shop drawings.
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
3. Permitting will not be required.
4. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
5. There is no intermediate deliverable before the Final Design (90/100%).

6. Design documents will be prepared for a single construction contract.
7. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
8. Development of detailed construction drawings is not included and not anticipated on this project.
9. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
10. Services during construction, if requested by the City, shall be provided under a separate contract.
11. The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
12. The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.

Schedule

The design services of this task order are estimated to be completed in 16 weeks (including City review time) per the schedule in Table 1. The duration of the services provided under this Task Order are dependent on project bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design and bidding.

TABLE 1
Project Design Schedule

Task/Activity	Schedule
Construction Document Submittal (90% Design Submittal); 1 meeting	12 weeks following Notice to Proceed
Final Bid Documents Submittal (100% Design Submittal); no meeting	2 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 90% design submittals.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES / CONTRACT DOCUMENTS	696	$136,192
TASK 2 – BIDDING SERVICES	96	$ 18,920
EXPENSES & SUBCONSULTANTS	N/A	$1,500
Grand Total	**792**	**$156,612**

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

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for Jacobs Engineering Group, Inc.

By 
Francois Didier Menard

Title Vice President

Date 12/15/2025

City of Cocoa Task Order 2026-63

Dyal WTP Clarifiers #1 & #2 Rehabilitation – Design and Bidding Services

Labor Hour Breakdown

	Staff Role	Engineer 7 Senior Project Manager	Engineer 6 QC Reviewer	Engineer 6 Structural Engineer	Engineer 5 DDL	Engineer 5 Process Engineer	Technician 5 Process Designer	Engineer 2 Project Engineer/Scientist/ Consultant	Technician 4 Technical Specifications Processor	Engineer 7 Architect	Technician 5 Architect Technician			
TASK #	**TASK NAME**	$235.00	$218.00	$218.00	$199.00	$199.00	$169.00	$120.00	$142.00	$235.00	$169.00		Labor Hours	Labor Fee
1	**Design Services**													
1.1	Design / Preparation of Contract Documents	56	32	120	32	264	56	40	40	24	32		696	$136,192
												Task Subtotals	**696**	**$136,192**
2	**Bidding Services**													
2.1	Bidding Services	16		20		40			20				96	$18,920
												Task Subtotals	**96**	**$18,920**
												Labor Total	**792**	**$155,112**
												Expenses	**N/A**	**$1,500**
												Subcontracts	**N/A**	**$0**
												Task Order Total	**792**	**$156,612**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

May 21, 2025

PROPOSAL 20250159

CONCRETE REPAIRS AND HIGH-PERFORMANCE COATING SYSTEM
TWO (2) 1,275,000-GALLON CAST IN PLACE LIME SOFTENING CLARIFIER TANKS
CHRISTMAS, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair/coating of the cast in place concrete tanks for **THE CITY OF COCOA, FLORIDA** ("Client"). The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tanks unless specified differently below:

- Two (2) 1,275,000-Gallon Lime Softening Clarifier Tanks
  100'-0" ID x 21'-9" INT-SWD & 18'-5" EXT-SWD
  Cast in Place Tanks

a. Mobilization of crew, equipment, and materials to site.

b. Interior Surface Preparation and Bladder System Application:

1) Ultra-high water blast at a minimum of 20,000 psi to remove existing coatings, laitance, curing compounds, and other foreign contaminants from the interior wall concrete substrate while achieving a surface profile equal to ICRI-CSP5 or greater.
2) Cut ¼-inch termination line around the perimeter 2-feet from interior wall onto tank floor.
3) Power wash surface to remove debris and sand to prepare for coatings.
4) Apply one (1) coat up to an 1/8-inch of Tnemec Series 218 (a two-component, polymer-modified, cementitious waterproofing, and protective slurry mortar) on interior wall including the interior surfaces if the trough per manufacturer's recommendation.
5) Install pre-formed flexible cant cove base around the perimeter of the of the floor / wall joint.
6) Apply a prime coat of a two-component high solids epoxy primer at 6.0 – 8.0 mils DFT per coat, to the concrete surfaces of interior wall and 2-feet onto tank floor, including the interior surfaces of the trough per manufacturer's recommendation.
7) Apply two (2) coats of a two-component, vertical grade, liquid applied, asphalt extended polyurethane waterproofing membrane, at 29.0 – 31.0 mils DFT per coat on entire interior wall and 2-feet onto tank floor, including the interior surfaces of the trough, per manufacturer's recommendations.

c. Exterior Surface Preparation and New Coating System Application:

1) Mechanically remove old ports and loose material from the exterior tank wall.
2) Ultra-high water blast at a minimum of 20,000 psi to remove existing coatings, laitance, curing compounds, and other foreign contaminants from the exterior wall concrete substrate.
3) Power Wash the exterior tank wall at a minimum of 3,500 PSI to remove any debris and remaining loose material to prepare for resurfacing.

4) Apply 1/4-inch of Tnemec Series 218 (a two-component, polymer-modified, cementitious waterproofing, and protective slurry mortar) on exterior wall concrete surfaces, up to 20% or 1,193 square feet, per manufacturer's recommendation.
5) Apply one coat of Thoroseal 581 at 225 square feet per bag to exterior wall concrete surfaces, per manufacturer's recommendation.
6) Apply two coats of Thoroseal 581 at 450 square feet per bag to exterior wall concrete surfaces, per manufacturer's recommendation.
7) Apply two coats of Tnemec Series 1026 Enduratone Acrylic at 2-3 mils DFT per coat to exterior wall concrete surfaces, per manufacturer's recommendation.

2. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

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

a. Client will grant or obtain free and uninterrupted access to the structures for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.

b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim.

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

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

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

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

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

h. Drainage and disposal of the tank's contents.

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

j. Cleaning the interior and exterior of the tanks and accessories.

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

l. All professional engineering design services.

m. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

n. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.

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

p. Adhesion testing as required by the specifications.

q. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for 90 days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.

CCR will be prepared to start work on or before July 1, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:

Two (2) 1,275,000-Gallon Lime Softening Clarifier Tanks: 11 Weeks - Per Tank

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization	**$ 15,500.00**
Interior Surface Preparation and Coatings System	**$ 762,200.00**
Exterior Surface Preparation and Coatings System	**$ 147,600.00**
Total Per Tank:	**$ 925,300.00**

CROM's proposal is predicated on working four 10-hour workdays. If the site restrictions do not allow for a 10-hour workday, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add $9.00 per $1,000 of contract value.

5. ACCEPTANCE

This proposal is offered for your acceptance within **90 days** from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC

Cliff Dykes
Business Development Manager

Brett Bohannon
Vice President of Florida Operations

/bfb.jm

ACCEPTED BY CLIENT

_____

PRINT: _____

TITLE: _____

DATE: _____

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA
The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during the performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned structure(s), including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed, and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE
CCR represents and warrants that it and its agents, staff, and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies, which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Within the limits and conditions of such insurance, CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff, and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. BACK CHARGES AND CLAIMS FOR EXTRAS
No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

4. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL
LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

5. ASSIGNMENT AND THIRD PARTIES
Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal, including other contractors or parties working on the project, or, if necessary, a surety of CCR.

6. LABOR
If CCR is required to employ persons of an affiliation desirable to the Client, or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the scope of work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment, or permit-required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS
If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase $200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed $200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

8. PAYMENTS
Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third-party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Contract Price by change order. Final payment

shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 30 days after such payment is due as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

9. DISPUTE RESOLUTION
In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

10. CHANGES IN SCOPE AND LIMITATIONS
If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special, or delay damages, or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent, or concealed conditions which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

11. TERMINATION
This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before the expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records, and reports if necessary.

12. WARRANTY
CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing our work for the Client. The warranty will begin on the date of the final walk-through, date of signed certificate of completion, or date of CROM's final invoice, whichever occurs first. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding active leak repairs, inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

d. The Engineer has committed any act of fraud upon the City; or

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

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
FRANCOIS MENARD 10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CITY COUNCIL AGENDA ITEM

Memo Date:	January 14, 2026
Agenda Date:	February 10, 2026
File ID:	2026-29
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2026-2027, for salaries and benefits for the Victim's Advocate Program, in order to provide victim advocate services to crime victims.

BACKGROUND:

In anticipation of the Office of the Attorney General (OAG) announcing the availability of Victims of Crime Act (VOCA) grant funding from the U.S. Department of Justice, the Cocoa Police Department respectfully requests authorization to submit an application for VOCA funding. VOCA grant funds are intended to support victims of crime through the provision of direct services that address victims' emotional and physical needs, promote stabilization following victimization, facilitate informed participation in the criminal justice process, and enhance victim safety and security.

The Cocoa Police Department remains committed to reducing crime and improving public safety by strengthening community awareness and support for crime victims. The Victim Advocate plays a critical role in this effort by serving as a liaison between victims and law enforcement, ensuring timely communication regarding case status, and equipping victims with information and resources designed to mitigate the risk of re-victimization.

Continued funding for this initiative is essential to maintaining and expanding victim support services within the City of Cocoa. According to the Cocoa Police Department's 2025 offense data, reported through the Florida Incident Based Reporting System (FIBRS), the Department handled 5,431 cases, including 1,761 identified crime victims, of which 921 involved domestic violence-related offenses. During FY2024–2025, the Victim Services Unit provided services to 529 crime victims, with a primary focus on violent crime and domestic violence. Of the 1,761 total individuals encountered during the FY24/25 grant cycle, it is estimated that approximately 30 percent were either not crime victims or did not require direct victim services, resulting in an estimated 1233 individuals requiring substantive victim advocacy and support.

The Victim Services Program, established on October 1, 2013, has demonstrated consistent and measurable success. As program awareness has increased among residents, demand for victim advocacy services has grown accordingly. The Victim Advocate provides comprehensive services, including crisis intervention, case follow-up, personal advocacy, criminal justice system support, referrals to community

organizations, emotional support, assistance with property return, assistance with filing crime victim compensation claims and injunctions for protection, court accompaniment, transportation coordination, and translation services. Over time, the scope of services has expanded beyond domestic violence and violent crime to include victims of burglary, assault and battery, homicide, robbery, fraud, elder abuse, arson, bullying, child neglect and exposure to domestic violence, sexual abuse, human trafficking, identity theft and other financial crimes, stalking, harassment, teen dating violence, and violations of court orders.

The Victim Advocate has established and maintained essential partnerships with criminal justice agencies and local service providers, resulting in improved service coordination and positive outcomes for victims who may otherwise lack access to critical resources. The program has become an integral component of the City of Cocoa's public safety infrastructure. The requested grant cycle will run from October 1, 2026, through September 30, 2027.

The OAG has previously advised all VOCA subrecipients that statewide VOCA funding allocations from the U.S. Department of Justice were reduced by 26 percent in FY2023–2024 and by 38 percent in FY2022–2023, with an additional projected reduction of 25 percent in FY2024–2025. While the Florida Legislature has provided supplemental funding in recent years to partially offset these reductions, the OAG has cautioned that such backfill funding is not guaranteed on an ongoing basis. Despite these mitigation efforts, the City of Cocoa's VOCA awards have stagnated and begun to decline, decreasing from $118,921 in FY21/22 and FY22/23 to $112,393 in FY23/24, notwithstanding rising personnel costs associated with wage adjustments and increasing employee benefit expenses. The City is requesting the same funding amount of $112,393 for the FY24/25 grant year. The final award amount will be incorporated into the City's budget through a subsequent agenda item upon notification of the award.

Compared to prior years, VOCA funding no longer fully offsets the personnel and operating costs associated with maintaining two Victim Advocate positions. Continued decreases in grant awards, coupled with rising labor and benefit costs, will require the City to evaluate the allocation of additional local funding to sustain the Victim Services Program. Absent such investment, the City risks diminishing its capacity to provide essential victim advocacy services that support public safety and community well-being.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

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

There is no further budgetary impact for Fiscal Year 2026. The grant would not be awarded until FY 2027. The Police Department will budget for these funds through the

normal budget process in FY2027 for council's review.

Amount Requested $ 178,528
Source of Funds: __X__ Grant Source:_US Department of Justice VOCA Grant
__X__ Transfer Acct #:_001-0000-331.20-15

PREVIOUS ACTION:
This is the fourteenth application cycle for this grant. In previous years, we have applied for funding for a victim advocate coordinator and a victim advocate. A portion of adding for a second victim advocate position in 2018 was awarded through the grant, and every year the position(s) have been funded or supplemented through VOCA. Council approved these positions in all prior fiscal years due to grant funding.

RECOMMENDED MOTION:
To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2026-2027, for salaries and benefits for the Victim's Advocate Program, in order to provide victim advocate services to crime victims.

Voca Grant Salary Analysis

	Victim Advocate	Victim Advocate	Total Costs for the year
Salary	$ 60,266	$ 43,041	$ 103,307
FICA	$ 4,610	$ 3,293	$ 7,903
Retirement	$ 8,178	$ 5,841	$ 14,019
Medical Insurance	$ 24,201	$ 24,201	$ 48,403
Dental Insurance	$ 823	$ 823	$ 1,646
Vision Insurance	$ 138	$ 138	$ 275
Shoe Allowance	$ -	$ -	$ -
Basic Term Life	$ 15.25	$ 10.89	$ 26.14
Long Term Disability	$ 129.81	$ 92.71	$ 222.52
Workers Compensation	$ 66	$ 47	$ 114
Total	$ 99,740	$ 78,789	$ 178,528

* Salary does include a 7% increase from the current year levels to account for expected wage increases for FY27. May differ from actual numbers.

** This does contain Medical, Dental, and Vision Insurance at the highest current rate to maintain a conservative approach to estimating. Should the current and/ or a new employee select a different rate, it will change these numbers.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Joanna Tabor	**PROJECT MANAGER:** Bryan Stillwell
NAME OF GRANT: FY 2027 Victim of Crimes Act (VOCA) Grant	
Assistance Listing#/CFSA#: 16.575	**FUNDING AGENCY:** DOJ
AMOUNT REQUESTED: $ 178,528	**GRANT DUE DATE:**

PROJECT DESCRIPTION:

The Victim Advocate position(s) provide services to victims of crime in the City of Cocoa Police Department's response area. The Advocates respond to emotional and and physical needs of crime victims, assists in stabilizing their lives after victimization, assist in navigating the criminal justice system, and assist in obtaining all services needed to regain a sense of normalcy for the victim.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 02/10/2026
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** monthly

WHAT ARE THE REPORTING REQUIREMENTS?

1. Monthly Progress Reporting
2. Monthly Financial Status Reporting / Reimbursement Requests
3. Quarterly Progress Reporting (Statistics of population served)

FUTURE REQUIREMENTS TO CONSIDER:

One-year performance period.
Future year awards are anticipated but may be reduced due fewer funds being passed through to the Florida Office of the Attorney General this year.

Digitally signed by Evander Collier Date: 2026.01.13 15:12:27 -05'00'
Department Director

Gregory Browder Digitally signed by Gregory Browder Date: 2026.01.13 15:56:53 -05'00'
Grants Administrator

Lora Howell Digitally signed by Lora Howell Date: 2026.01.14 07:59:55 -05'00'
Deputy Finance Director

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2026.01.14 14:11:14 -05'00'
Finance Director

City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	January 15, 2026
Agenda Date:	February 10, 2026
File ID:	2026-30
Prepared By:	Melinda Keesee, Field Operations Technician
Through:	Donnie Howard, Asst. WFO Manager John Walsh, Utilities Director
Requested Action:	Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; Authorize a Budgeted Expenditure for these Services not to Exceed $301,958.70

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies at six of our lift stations. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets.

For each of the six stations, key tasks include setting up temporary bypass sewer lines and pumps to maintain service continuity during the rehabilitation. The project will involve rebuilding the collection basin and installing a new top slab with an access hatch. Essential upgrades at each location involve furnishing and installing new durable guide rails for the pumps, a new ventilation system, and new piping/valves within the stations infrastructure. Additionally, each existing collection basin will be drained and cleaned, with new piping connected to the existing force main. This comprehensive program will enhance the reliability and efficiency of multiple key components within the City of Cocoa wastewater collection system.

The cost to upgrade each lift station is detailed below.

LIFT STATION	COST
18	$58,172.70
25	$55,648.20
39	$45,633.20
40	$47,078.20
43	$47,078.20
46	$48,348.20
TOTAL	**$301,958.70**

Funds have been budgeted for lift station rehabilitation in the Sewer Field Operations Infrastructure capital account.

On July 9, 2024, City Council approved participation in a multi-year cooperative

purchase agreement with Danus Utilities for Lift Station Rehabilitation Services utilizing the City of Clermont Agreement No. 2023-071 effective August 8, 2023 through August 7, 2026. City Council authorized the City Manager to execute any annual renewal amendments under the original contract.

Staff recommends approval for Danus Utilities, Inc. to perform Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $301,958.70 in FY2025.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Yes

Source of Funds:
Amount Requested: $301,958.70
Account Number: 424-4125-536.63-00
Project Number: WS24LI
Account Name: Infrastructure

PREVIOUS ACTION:
On July 26, 2016 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On April 11, 2017 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On March 13, 2018 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020.

On May 22, 2019 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020

On July 11, 2023 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023

On July 9, 2024 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026

On July 8, 2025 City Council Approved the Danus Utilities, Inc. proposal for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; Authorized a Budgeted Expenditure for these Services not to Exceed $325,540.20.

RECOMMENDED MOTION:

Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; Authorize a Budgeted Expenditure for these Services not to Exceed $301,958.70.

DANUS UTILITIES

PROPOSAL

Remit To:
Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 120525-7R
PROPOSAL DATE: December 5, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 18 Rehab

Item	Description	Qty	Cost	Amount
10.a	By-pass sewer set up (8 inch)	1	$750.00	$750.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
11.a	Furnish & Install pump base (4 inch)	2	$3,125.00	$6,250.00
12.b	Re-construct LS fillet (8ft Diameter)	1	$850.00	$850.00
17.b	Temporary by-pass riser (6 inch)	1	$5,710.00	$5,710.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
22.b	Drain & Clean wet well (8 ft)	1	$1,837.00	$1,837.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	$15,200.00	$30,400.00
24.b	Furnish & Install HDPE Piping & Valves thru VB (6 inch)	0.5	$18,725.00	$9,362.50
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & disposal of debris from rehab.			
	By-pass swer flows during rehabilitation work.			
	F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy,			
	backfill old VB with clean fill (fill provided by the city)			
	F&I (2) 4" base elbows & SS base plates, 6" DI FM connection riser to ARV & then			
	reduced to above grade valve assy.			
			Sub total	$58,172.70
			Total	**$58,172.70**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By:_____ Date:_____
SIGNATURE

DANUS UTILITIES

PROPOSAL

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Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 040725-3R
PROPOSAL DATE: December 15, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 25 Rehab

Item	Description	Qty	Cost	Amount
10.a	By-pass sewer set up (8 inch)	2	$750.00	$1,500.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	$800.00	$800.00
15.a	Furnish & Install 6ft WW top slab with 36" x 48" hatch	1	$8,865.00	$8,865.00
17.a	Temporary by-pass riser (4 inch)	1	$4,485.00	$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
21	Furnish & Install SCH-80 PVC vent (4 inch)	1	$550.00	$550.00
22.a	Drain & Clean wet well (6 ft)	1	$1,700.00	$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.3	$14,450.00	$4,335.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	$15,200.00	$30,400.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & Disposal of top slab & debris from rehabilitation.			
	By-pass sewer flow during rehabilitation work.			
	F&I new top slab & hatch, 4" above grade valve assy, 4" vent, drain & clean WW			
	F&I new SS guide brackets, New floart hanger bracket, Concrete slab under valve			
	assy, backfill old VB with clean fill (fill provided by the city.			
			Sub total	$55,648.20
			Total	**$55,648.20**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

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Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 120525-8R
PROPOSAL DATE: December 5, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 39 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	$900.00	$900.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	$800.00	$800.00
17.a	Temporary by-pass riser (4 inch)	1	$4,485.00	$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
22.a	Drain & Clean wet well (6 ft)	1	$1,700.00	$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.3	$14,450.00	$4,335.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	$15,200.00	$30,400.00
	Notes: ** Pricing per City of Clermont Annual Agreement No 2023-071 Hauling & disposal of debris from rehab. By-pass swer flows during rehabilitation work. F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy, backfill old VB with clean fill (fill provided by the city)			
			Sub total	$45,633.20
			Total	**$45,633.20**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

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SIGNATURE

DANUS UTILITIES

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P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 120525-5R
PROPOSAL DATE: December 5, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 40 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	$900.00	$900.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	$800.00	$800.00
17.a	Temporary by-pass riser (4 inch)	1	$4,485.00	$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
22.a	Drain & Clean wet well (6 ft)	1	$1,700.00	$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.4	$14,450.00	$5,780.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	$15,200.00	$30,400.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & disposal of debris from rehab.			
	By-pass swer flows during rehabilitation work.			
	F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy,			
	backfill old VB with clean fill (fill provided by the city)			
			Sub total	$47,078.20
			Total	**$47,078.20**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

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SIGNATURE

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P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 120525-5R
PROPOSAL DATE: December 5, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 43 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	$900.00	$900.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	$800.00	$800.00
17.a	Temporary by-pass riser (4 inch)	1	$4,485.00	$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
22.a	Drain & Clean wet well (6 ft)	1	$1,700.00	$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.4	$14,450.00	$5,780.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	$15,200.00	$30,400.00
	Notes: ** Pricing per City of Clermont Annual Agreement No 2023-071 Hauling & disposal of debris from rehab. By-pass swer flows during rehabilitation work. F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy, backfill old VB with clean fill (fill provided by the city)			
			Sub total	$47,078.20
			Total	**$47,078.20**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By:_____ Date:_____
SIGNATURE

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P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 120525-9R
PROPOSAL DATE: December 5, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Torbert
EMAIL: gtorbert@cocoafl.gov

Job Description: Lift Station 46 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	$900.00	$900.00
10.d	Sewer By-pass Pump (4 inch)	3	$610.00	$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	$800.00	$800.00
17.a	Temporary by-pass riser (4 inch)	1	$4,485.00	$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	$1,972.00	$1,183.20
22.a	Drain & Clean wet well (6 ft)	1	$1,700.00	$1,700.00
24.b	Furnish & Install HDPE Piping & Valves thru VB (6 inch)	2	$18,725.00	$37,450.00
	Notes: ** Pricing per City of Clermont Annual Agreement No 2023-071 Hauling & disposal of debris from rehab. By-pass swer flows during rehabilitation work. F&I 6" above grade valve assy, drain & clean WW, concrete slab under valve assy, backfill old VB with clean fill (fill provided by the city)			
			Sub total	$48,348.20
			Total	**$48,348.20**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By:_____ Date:_____
SIGNATURE

DocuSign Envelope ID: 422E3C33-5760-434C-BBCA-B9EFE5843EF4

AGREEMENT No. 2023-071

SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

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B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.

C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.

D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

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5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

A. CONTRACTOR's Commercial General Liability, $1,000,000 Each, ($1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

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B. Automobile Liability Coverages, $1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & $1,000,000 Each ($2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.

B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

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9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE

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CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

A. This Agreement

B. Purchase Order / Notice To Proceed

C. An applicable Contractor Quote or Statement of Work

D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:
2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

DS

Tracy Ackroyd Howe, City Clerk

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DANUS UTILITIES, INC.

By: DocuSigned by: Daniel J Pardus 1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

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GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

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23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$	30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$	35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$	36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$	45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$	46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$	52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$	53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$	30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$	56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$	81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$	109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$	133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$	9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$	12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

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3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:
    a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.
2. Infiltration Control Mix:
    a. A rapid-setting cementitious product specifically formulated for infiltration control.
3. Grouting Mix:
    a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

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b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.

4. Liner Mix:

a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.

b. Materials must be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**

5. Bonding Compound:

a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.

6. Water:

a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

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6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

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2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

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3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.

C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.

D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

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Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:

   a. Applications and pulling of all utility and construction permits;

   b. Dewatering and disposal of surplus water;

   c. Structural repairs;

   d. Cleanup;

   e. Testing materials and apparatus;

   f. Maintenance of utility service;

   g. Appurtenant work;

   h. Inspection Photo Records;

   i. Maintenance of Traffic

D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.

B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.

   1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2” thick minimum in manholes)

      a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

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limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)

a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

a. BYPASS PUMP AND PIPING SETUP

i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

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required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City’s minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

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this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.

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City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name:

Payment Remit to Address:

Payment Remit to City, State, ZIP:

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Danus Utilities, Inc., 2320 Beardall Ave., Sanford, FL 32771 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Clermont, FL said contract being identified as: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, Contract No. 2023-071. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, see Exhibit A – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Danus Utilities, Inc. The term of said agreement shall be for the period effective date of signature through 8/7/2026 with renewal option for three (3) additional one-year terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Danus Utilities, Inc Attn: Daniel J Pardus, President 2320 Beardall Ave Sandford, FL 32771 Phone: 386-804-0068 Email: robert@danusutilities.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Danus Utilities, Inc

Entered this _____ day of _____

Daniel J Pardus - President

(Print Name / Title)

(Signature)

5/20/2024

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

City of Cocoa SEAL FLORIDA

_____

Attested By: City Clerk

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Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

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23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$	30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$	35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$	36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$	45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$	46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$	52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$	53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$	30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$	56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$	81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$	109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$	133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$	9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$	12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2025

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

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

PRODUCER	CONTACT NAME: Melissa Doughty CPSR	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: melissa@catonhosey.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168	INSURER A : Specialty Builders Ins. Co.	16826
	INSURER B : Auto-Owners Ins	18988
	INSURER C : Travelers Excess & Surplus Lines Co	29696
	INSURER D : National Builders Insurance Company	16632
	INSURER E : Federal Insurance Company	20281
	INSURER F : Lloyd's of London	15792

COVERAGES **CERTIFICATE NUMBER:** CL2561734702 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PKG-0351006-02	07/02/2025	07/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2025	07/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-8W978480-25-NF	07/02/2025	07/02/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0264441 09	07/02/2025	07/02/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented & Leased Equipment			45471710	06/24/2025	06/24/2026	Limit Deductible	$350,000 $1,000

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

Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Certificate Holder is included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

Memo Date:	January 20, 2026
Agenda Date:	February 10, 2026
File ID:	2026-45
Prepared By:	Gail Bantugan, Leisure Services Manager
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Approval of the 2026 Street Closure time/date changes and additional Street Closure requests.

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. 04-2018.

Original Request

*Dirty Oar Brewery Anniversary Celebration, Wednesday, September 9th, 2026 (11:00am-8:00pm).

Oleander Street: beginning at the east side of Hughlett Street to the entrance of the Dirty Oar Brewery parking lot. Approximately 100 feet.

Total Closure - One Day (Not included in the 24 CBD closures)

Updated Request

*Dirty Oar Brewery Anniversary Celebration, Sunday, September 6th, 2026 (11:00am-8:00pm).

Oleander Street: beginning at the east side of Hughlett Street to the entrance of the Dirty Oar Brewery parking lot. Approximately 100 feet.

Total Closure - One Day (Not included in the 24 CBD closures)

Original Request

Cocoa Rockledge Holiday Parade, Saturday, December 12th, 2026 (11:00am–9:00 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 - One Day

Updated Request

Cocoa/Rockledge Holiday Parade, Saturday, December 12th, 2026 (8:00am–10:00 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.
This road closure includes the Cocoa/Rockledge Parade, City of Cocoa Holiday Festival, and the Santa's Twilight 5KRun Walk.

The following roads will reopen at 5:00pm, post parade and Festival.
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
Total Closure - One Day

Original Request
Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon, Sunday, November 29th, 2026 (2:00am-2:00pm).
Space Coast Marathon Course 26.2 Miles
Full marathon participants will start on Harrison St. and make an immediate RIGHT onto Delannoy Ave and cross King St/Willard St., turn LEFT on Willard St. in the northernmost westbound lane. They will turn RIGHT onto Indian River Dr. and head north to the turnaround point {exact location TBD, but approximately at Fairview Ave north of the previous turnaround point; not Cocoa jurisdiction but included for reference.)

Space Coast Half-Marathon Course 13.1 Miles
Half-marathon participants will start on Harrison St. and make an immediate LEFT onto Delannoy Ave, followed by a RIGHT turn on Church St, LEFT turn on Brevard Ave., and LEFT turn on Derby St. to reach Rockledge Dr.

The full marathon route to cross 520 later in the race and join the "south" course on Rockledge Dr. will be similar but adjusted as follows:
From Florida Ave., participants turn LEFT on Factory St, RIGHT on Brevard Ave, and LEFT on Derby St to reach Rockledge Dr.
All participants will head north on Rockledge Dr to Church St., turn RIGHT to follow the alley around St. Mark's and turn RIGHT on Delannoy and RIGHT on Harrison to finish.
All post-race activities will be in Riverfront Park and adjacent field.
Total Closure - One Day

The new request is a date change from:
Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon, Sunday, November 29th, 2026 to (2:00am-2:00pm), to Sunday, November 22nd (2:00am-2:00pm).

Original Request
HCVMS Concours Car Show, Saturday, November 14th, 2026 (6:00am-5:00pm)
Brevard Ave.: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and SR 520 (King St.)

Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Updated Requested date change

HCVMS Concours Car Show, Saturday, November 15th, 2026 (6:00am-5:00pm)
Brevard Ave.: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and SR 520 (King St.)
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

New Road Closure Requests
*River Road Coffee and Popsicles Coffee & Bake Fest, March 28, 2026 (7:00am-5:00pm)
Rosa L. Jones: between Florida Avenue and John Garren Lane
Total Closure One Day (*Not included in the 24 CBD closures)

Family Promise Big Brunch, Saturday, February 28, 2026 7:00am-6:00pm
First street: between Peachtree Street and Main Street
Total Closure - One Day (*Not included in the 24 CBD closures)

Sommer Sports Events Presents: Advent Health Santa's Twilight 5K Cocoa, Saturday, December 12, 2026 (6:30pm-10:00pm)
This event overlaps the Holiday Festival. The load-in for this event begins on Saturday morning in Lee Wenner Park and Riverfront Park.
The starting line is in Lee Wenner Park, utilizing the Connector going north towards Indian River Drive.
Indian River Drive: Between Willard Street and Dixon Blvd (location of the turnaround point is approximately 0.1 miles south of Dixon Blvd on Indian River Drive).
The race returns to Lee Wenner Park utilizing the connector and finishes in Riverfront Park.
This is a rolling road closure request. The route will immediately reopen after all of the participants crossed the finish line.
Total Closure — One Day

The approval of the road closures and addition will help to enhance the image of Cocoa as an inviting destination for visitors as well as reinforce a sense of community and increased event participation for its citizens.

PRIORITY AREA CONNECTION:
Economic and Community Development

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 2-404e.

PREVIOUS ACTION:
These are new requests.

RECOMMENDED MOTION:
Approval of the 2026 Street Closure time and date changes and additional Street Closure requests.

CITY COUNCIL AGENDA ITEM

Memo Date:	November 4, 2025
Agenda Date:	February 10, 2026
File ID:	2025-1051
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the FY2025-2026 HOME Disbursement Agreement between the City of Cocoa and Brevard County for $369,187.25. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) for $319,299.24 to award funds for the administration of the City's Purchase Assistance Program. Agenda 2026-009 will include the Budget Amendment for HOME on BAF# 26-003-A.

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. 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:

- Vacancy-adjusted rental units where the household head is at or below poverty level;
- Occupied rental units with at least one of four problems (overcrowding, incomplete kitchen facilities, incomplete plumbing, high rent cost);
- Rental units built before 1950 occupied by poor households;
- Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost;
- Number of families at or below poverty level;
- Population of a jurisdiction multiplied by a net per capita income (pci)

The Brevard County HOME Consortium shall receive approximately $938,558. The City's allocation is approximately 6.7% of the total HOME allocation the County receives.

Brevard County is responsible for the administration and compliance of regulations which govern these funds, as lead entity for the HOME Consortium. A HOME Investment Partnership Disbursement Agreement between Brevard County and each of the four (4) cities is executed to ensure funds are administered in accordance with HOME regulations and allows Brevard County to reimburse the City for any funds expended during the fiscal year.

Staff recommends approval of the FY 2025-2026 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $369,187.25. The breakdown of activities are as follows:

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	PROGRAM INCOME	TOTAL
Program Administration	$4,795.48	$1,519.43	$0.00	$6,314.91
Community Housing Development Organization	$9,681.32	$33,891.78	$0.00	$43,573.10
First Time Homebuyer	$48,406.60	$270,892.64	$0.00	$319,299.24
Total HOME Funded Projects	$62,883.40	$306,303.85	$0.00	$369,187.25

The HOME Disbursement Agreement includes funding the First Time Homebuyer Program with FY2025-2026 grant allocation of $48,406.60 and carry forward funds of $270,892.64. Staff is proposing to allocate a total of $319,299.24 towards First Time Homebuyer Program, to assist up to eight (8) very-low or low-income households with closing cost and down payment assistance, towards the purchase of a home within the city limits of Cocoa. Those eight (8) homes may be part of the new homes constructed in the Michael C. Blake Subdivision. Community Housing Initiative (CHI) is an approved Community Housing Development Organization (CHDO) and provides the income qualification, financial literacy training and closing of the projects.

The First Time Homebuyer (FTHB) Program provides down payment and closing cost assistance to income-eligible, first-time home buyers, using funds provided from the grant programs. The administration of the FTHB includes marketing, pre-screening applicants, income verification, underwriting, property inspections, closing document review, preparation and recording of mortgage documents, home buyer education and counseling, budgeting, housing and debt ratios, fair housing, mortgage default prevention, post-closing responsibilities, and hurricane preparedness. The amount of the down payment assistance will be based on the household’s needs. Per the City’s Housing Policy, the maximum assistance for very-low income households is $40,000. The maximum assistance for low-income households is $35,000. However, if not all funds are needed to make the home affordable, it will not be awarded to the client. There is also a $2,600 sub-recipient fee per closing which shall be paid to CHI. This is part of the maximum assistance.

Staff requests approval of the HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $319,299.24 to award funds for the administration of the City’s Purchase Assistance Program.

Staff also requests approval to authorize the City Manager to execute any contracts for the purposes of this agenda.

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes. The Budget Amendment is included with the Annual Grant Roll. BAF#26-003-A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the FY2025-2026 HOME Disbursement Agreement between the City of Cocoa and Brevard County for $369,187.25. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) for $319,299.24 to award funds for the administration of the City's Purchase Assistance Program. Agenda 2026-009 will include the Budget Amendment for HOME on BAF# 26-003-A.

AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVE, INC.

THIS AGREEMENT, entered this___ day of **_____, 2026** by and between the City of Cocoa, Florida, a municipal corporation herein referred to as "City" whose address is 65 Stone Street, Cocoa, FL 32922 and Community Housing Initiative, Inc., a private non-profit organization, hereinafter referred to as the "Subrecipient" whose address is 3033 College Wood Drive, Melbourne, FL 32934 and mailing address as P.O. Box 410522, Melbourne, FL 32941-0522.

WITNESSETH

WHEREAS, Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds; and

WHEREAS, Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects; and

WHEREAS, the City has the authority to enter into a binding agreement for the expenditure of all or a portion of the City's share of the Brevard County HOME Consortium funds; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City has determined that services to be provided by the Subrecipient comply with the regulations governing the expenditure of HOME funds; and

WHEREAS, the Subrecipient requested HOME funds to implement a Purchase Assistance Program to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Three Hundred Nineteen Thousand, Two Hundred Ninety Nine dollars and twenty four cents ($319,299.24)*** in HOME Program Funds.

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

Section I. Definitions

A. "*CFR*" means the United States Code of Federal Regulations.
B. "*Subrecipient*" means an eligible Nonprofit Organization, as defined by the U.S. Department of Housing and Urban Development in 24 CFR Part 92.
C. "*CITY*" means City of Cocoa, Florida
D. "*CONSORTIUM*" means Brevard County HOME Consortium
E. "*COUNTY*" means Brevard County Board of County Commissioners
F. "*HOME*" means HOME Investment Partnership Program.
G. "*HUD*" means the United States Department of Housing and Urban Development.
H. "*OMB*" means Office of Management and Budget.

I. "*Subrecipient*" means Community Housing Initiative, Inc.
J. *"U.S.C." means the United States Code.*
K. *"*Low income*" means household income not exceeding 80% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*
L. *"*Very low income*" means household income not exceeding 50% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*

Section II. Use of HOME Funds

The Subrecipient shall, in a satisfactory and proper manner as determined by the City, perform the tasks necessary to conduct the Purchase Assistance Program outlined in the Statement of Work, fully described in Exhibits "A" (Project Narrative), "B" (Project Budget), and "C" (Project Schedule) which are attached hereto respectively, and incorporated herein by this reference. The Subrecipient agrees to manage the Program in accordance with the regulations contained in 24 CFR Part 92.

Section III. Project Requirements

A. PROPERTY STANDARDS

The Subrecipient shall be responsible for ensuring that the Project meets all HOME Regulations and applicable local codes and ordinances, prior to closing and again upon final payment after completion of work in instances where rehab assistance is accessed.

B. QUALIFICATION AS AFFORDABLE HOUSING

The HOME-assisted homebuyer requirements set forth in Section 215 of the HOME statute are promulgated in the HOME rule found at 24 CFR Part 92. Specifically, 24 CFR 92.254, *Qualification as Affordable Housing: Homeownership*, states that in order for homeownership housing to qualify as affordable housing it must:

- Be single-family, modest housing,
- Be acquired by a low-income family as its principal residence, and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

To ensure affordability, the City shall impose either resale or recapture requirements on the housing. The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements the City shall impose. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a Mortgage and Note.

The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. The written resale and/or recapture provisions are clearly described within the Brevard County HOME Consortium Annual Action Plan, including the specific circumstances under which these

provisions will be used, and how the City shall enforce the provisions. If the City provides down payment and development subsidy assistance to the home buyer, recapture provisions shall be used. If the City only provides HOME assistance to develop the unit and HOME funds are not used to lower the purchase price from fair market value to an affordable price, resale provisions must be used.

The Subrecipient agrees that the Project will remain as affordable housing and the following requirements will be meet the HOME affordability period requirements. For homebuyer programs the affordability period shall be a period of ten (10) years for assistance less than $40,000 and a period of fifteen (15) years for assistance of $40,000 or more than from the date of the homebuyer closes in accordance with 24 CFR 92.254, this is known as the "affordability period." The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the affordability period.

The housing shall have an initial purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area.

C. SUBSIDY LIMITS

A minimum of $1,000 in HOME funds must be invested in each assisted unit. The maximum per unit subsidy shall be 100 percent of the 221(d)(3) limit.

The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under *§ 92.250*.

D. CONTRACT TO PURCHASE

If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed. Assistance may be provided for homes built prior to 1978, as long as Community Housing Initiative, Inc. (CHI) addresses any lead hazards.

Homebuyers must receive housing counseling before receiving HOME assistance (down payment assistance) or purchasing a HOME-assisted unit in accordance with *§92.254(a)(3).*

E. SCOPE OF SERVICES

The Subrecipient shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. Client files shall be reviewed and approved for eligibility by the City's Community Services Director or Designee prior to an award letter and prior to closing. A lien shall be placed on the property for the value of the down payment assistance in accordance with HOME regulations. A complete client file shall be submitted to the City on or before a final draw for reimbursement.

The Subrecipient is responsible to ensure recording of all HOME affordability agreements. A Developer fee shall not be reimbursed until successful completion of each closing.

Section IV. Affirmative Marketing

The Subrecipient agrees to affirmatively market its Program in accordance with the Brevard County HOME Consortium's Affirmative Marketing Plan that constitutes a part of this Agreement by reference.

Section V. Requests for Disbursement of Funds

The Subrecipient may not request HOME funds until such time as funds are needed for payment of eligible costs per the schedule outlined in Exhibit "B" (Project Budget). The maximum amount of HOME funds available for the Project, including developer fees are ***$319,299.24.***

Section VI. Records and Reports

A. RECORDS

The Subrecipient shall maintain all necessary financial records pertaining to the expenditure of HOME funds (e.g. receipts, invoices and support material), which records shall include, but not be limited to, those records which meet the financial management system requirements of the federal Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Records shall be maintained for a period of five (5) years after the Project completion date.

The Subrecipient shall be required to maintain file records on each property and homebuyer. The Subrecipient shall also maintain a project file which shall at a minimum, include a copy of this Agreement, all correspondence related to the project, and documentation of compliance with applicable regulations and requirements which meet 24 CFR 92.504 (c)(3)(vi) and (viii).

B. REPORTS

The Subrecipient shall provide written status reports to the City on a monthly basis until final payment is made to the Subrecipient. Acceptable written status reports can be emailed to the City's Housing Program Manager.

Section VII. Enforcement of the Agreement

The affordability requirements of 24 CFR 92.252 shall be enforced by the conditions contained in Section III of this Agreement. If the Subrecipient is unable to complete the project in accordance with the terms of this Agreement, the Subrecipient shall immediately notify the City in writing.

To secure the direct HOME subsidy provided by the City, the Eligible Purchaser shall execute a Homebuyer Assistance Agreement, a Mortgage Note, and a Mortgage Security Agreement in favor of the City of Cocoa, which shall impose these affordability requirements. Assisted units which go into default or are sold prior to the end of the affordability period are subject to subsidy recapture in accordance with HOME recapture provisions as adopted by the Brevard County HOME Consortium.

Section VIII. Duration of the Agreement

This Agreement shall become effective on the date executed and shall be binding on the City and the Subrecipient for a period of 24 months or final payment to the Subrecipient, whichever comes first. An extension may be granted by the City for an additional 12 months, however, the Program must be completed within three (3) years of commitment in accordance with *§92.205(e)(2).* For the purposes of complying with this requirement, "completion" shall mean that all closings have been completed.

Section IX. Program Requirements

A. GRANT ADMINISTRATION

It is understood by the parties to this Agreement that Brevard County as the "lead entity" in the Brevard County HOME Consortium, in accordance with 24 CFR Part 92, has final responsibility and authority in the administration of HOME funds within the boundaries of Brevard County. This responsibility and authority extends to ensuring that HOME funds are expended by Subrecipients in accordance with all program requirements and to determining the adequacy of performance under Subrecipient agreements and procurement contracts. The parties to this Agreement shall cooperate with Brevard County and take appropriate action to correct performance problems and address concerns raised by Brevard County.

B. ENVIRONMENTAL REVIEW

Brevard County assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

C. CONFLICT OF INTEREST

Except as provided herein, the City and the Subrecipient state that to the best of their knowledge, no member of Cocoa City Council and no other officer, employee or agent of the City exercises any function of responsibility in connection with the carrying out of the Program to which this Agreement pertains, has any personal interest, direct or indirect, in the Agreement.

Except as provided herein, the parties hereto further state that financial support by the Brevard County HOME Consortium will in no way directly and personally benefit program employees, officers, or other individuals subject to the stipulations set forth herein. The Subrecipient (or officer, employee, agent or consultant of the Subrecipient) may not occupy the housing units at any time during the affordability period.

D. NON-DISCRIMINATION

The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Subrecipient to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation in accordance with 24 CFR Part 92. In addition, the Subrecipient and anyone under their employment shall comply with all applicable

rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Subrecipient shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Subrecipient shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Subrecipient shall comply with all new federal and state EEO Regulations.

The Subrecipient agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement.

The Subrecipient agrees to affirmatively further fair housing.

E. DRUG FREE WORK PLACE

The Subrecipient agrees to administer, in good faith, a policy designed to assure the work place is free from the illegal use, possession, or distribution of drugs or alcohol by it beneficiaries.

F. RELIGIOUS AND POLITICAL ACTIVITIES

The Subrecipient will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services. Funds provided for in this Agreement will not be utilized for religious activities, religious interests or as benefit to a religious organization 24 CFR 570.200(j). No funds provided under this Agreement, nor personnel employed by the Subrecipient, shall engage in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act).

G. HANDICAP ACCESSIBILITY

The Subrecipient must comply with Section 504 of the Rehabilitation Act of 1973. Section 504 states, in part, that "No otherwise qualified individual with handicaps in the United States...shall, solely by reason of his handicap, be excluded from the participation in; be denied the benefits of; or be subjected to discrimination under any program or activity receiving Federal assistance."

H. PROGRAM INCOME

Program income is determined in accordance with 24 CFR 570.500. Program income directly generated from the use of HOME funds shall be reported by the Subrecipient to the City and shall be repaid to the Brevard County HOME Consortium. All applicable program income received shall be used to support operational costs of this project. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

I. INSURANCE

The Subrecipient is responsible for purchasing builders risk insurance to cover its liabilities involving this Agreement in an amount no less than $250,000 per occurrence. A certificate of this coverage is to be submitted to the City's Housing &

Neighborhood Services Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Cocoa as additional insured. This insurance requirement shall not relieve or limit the liability of the Subrecipient nor does the City represent that this type of insurance is sufficient or adequate to protect the Subrecipient's interest or liabilities, but merely a minimum.

J. MONITORING & TECHNICAL ASSISTANCE

The City will monitor the performance of the Subrecipient against goals and performance standards required herein on an **annual basis** or as otherwise deemed necessary by the City until project completion. In addition, the City shall provide technical assistance to the Subrecipient as requested and as mutually agreed upon in the performance of the duties under this Agreement.

K. INDEMNIFICATION

The Subrecipient shall indemnify, defend, and save harmless the City and all of its agents, officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys' fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the Subrecipient's employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omission(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the City. The Subrecipient shall upon request from the City, defend and satisfy any and all suits arising from any error(s), omission(s), negligent act(s), failures, intentional torts, criminal acts or other wrong doing in connection with its performance under this Agreement. The remedies afforded to the City by this clause are cumulative with, and in no way affect, any other legal remedy the City may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon Subrecipient's completion of all work as required of it hereunder.

Section X. Grantor Recognition

The Subrecipient shall insure recognition of the role of HUD and the Brevard County HOME Consortium in carrying out the Project. In all notices relative to the Project, funding through this Agreement shall identify **the Brevard County HOME Consortium's support through the use of the U.S. Department of HUD's HOME Investment Partnership Program funds.**

Section XI. Suspension or Termination

This Agreement may be terminated by either party, with or without cause, before City funds are obligated, upon no less than thirty (30) days written notice delivered to the other party. In the event that the Subrecipient fails to fulfill any of the terms, understandings, or covenants of this Agreement, the City may terminate this Agreement immediately.

Section XII. Hold Harmless
To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of or resulting from performance of this Agreement by the Subrecipient or their employees, servants or agents.

Section XIII. Certification
The undersigned officials of Community Housing Initiative, hereby certify that Brevard County, the Brevard County HOME Consortium "lead entity", has deemed the non-profit eligible to receive HOME funds and that all information given to support Brevard County's findings and determination is true and accurate.

Section XIV. Notices
Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

CITY OF COCOA
Stockton Whitten, City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8660

COMMUNITY HOUSING INITIATIVE
Nicole Tenpenny, Executive Director
PO Box 410522
Melbourne, FL 32941-0522
(321) 253-0053

WITH COPY TO:
Anthony Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 North Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32801

Section XV. Modification or Amendments in Writing
The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Government guidelines, policies and available funding amounts, or for other reasons. The amendment shall be executed in writing and signed by a duly authorized representative. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. The duly authorized representative for the City shall be the City Manager or his/her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Developer from its obligations under this Agreement.

Section XVI. Severability
Should any paragraph, sentence or part of this Agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this Agreement.

This Agreement represents the entire Agreement of the parties and supersedes any other representations, either written or oral to the contrary.

Section XVII. Assignability
No assignment of this Agreement or any part thereof is permitted without the expressed written consent of the City.

Section XVIII. Attachments
All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

Section XIX. What law governs
This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Florida. Any actions taken under this Agreement shall be located in Brevard County.

Section XX. Reversion of Assets; Conveyance of Property.
If this Agreement is terminated, all unexpended funds in the Subrecipient's possession shall be immediately reimbursed to the City. Further, the conveyance instrument conveying the subject Property from the City to the Subrecipient shall provide that the City shall maintain a reversionary interest in the Property in the event that the Subrecipient defaults on its performance under this Agreement. If default by the Subrecipient occurs, the City shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for the Property, title shall transfer to the homeowner and the City’s reversionary interest in the Property shall expire.

Section XXI. Procurement Procedures
Standards of purchasing and procurement of supplies and other expendable property, equipment, real property and other services should be followed in accordance with OMB issued Super Circular, December 26, 2013, to provide, to the maximum extent practical, open and free competition and avoidance of any conflicts of interest.

Section XXII. Recapture Provision
If the Subrecipient defaults or desires to be released of his obligation during the term of this Agreement, the Developer will notify the City of Cocoa in writing, the City of Cocoa will have 45 days to respond in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

_____
Monica Arsenault, City Clerk

Date: _____

CITY OF COCOA

_____
Michael C. Blake, Mayor

Date: _____

ATTEST:

_____

Date: _____

COMMUNITY HOUSING INITIATIVE, INC.

_____
Nicole Tenpenny, Executive Director

Date: _____

EXHIBIT A

PROJECT NARRATIVE – DESCRIPTION OF WORK TO BE PERFORMED

Community Housing Initiative, Inc. (C.H.I.) shall be responsible for administering the Purchase Assistance Program. The Program shall provide down payment, closing costs, and in some cases, rehabilitation assistance to income eligible first time homebuyers, using funds provided by the Home Investment Partnership (HOME) Program. The administration of this program shall consist of marketing, pre-screening, Income and asset verification, loan processing and underwriting, property inspections, rehabilitation work write-up, education/counseling, closing document review and preparation, and recording secondary mortgages.

The scope of work and procedures to be completed in the administration of the Purchase Assistance Program are as follows:

1. **Marketing**
   The Subrecipient shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies shall be implemented to ensure that eligible persons living within Cocoa city limits have a reasonable opportunity to be informed about the Purchase Assistance Program opportunities being carried out by the Subrecipient.

2. **Pre-screening**
   The Subrecipient, along with the applicant shall complete the pre-screening questionnaire, either face to face or over the telephone. The Subrecipient shall complete the pre-screening questionnaire to determine if the potential applicant fits within the eligibility guidelines, the Subrecipient provides a list of documents to collect. Once the potential applicant has collected the documents, he/she shall be instructed to contact the Subrecipient to schedule an intake appointment. This is a one-on-one counseling conducted between the potential applicant and the Subrecipient.

3. **Intake**
   The Subrecipient shall conduct a face-to-face meeting to discuss in detail the program requirements and procedures. The applicant then completes the Application for Assistance and release forms and submits the documents he/she collected prior to the appointment. The Subrecipient must review all the documents, which include the applicant's credit report and Good Faith Estimate (GFE)/Loan Estimate (LE) and HUD-1/Closing Disclosure (CD) Worksheets. The Subrecipient shall contact the loan officer if he/she has any questions regarding the content of the LE/CD.

   During the intake appointment, the Subrecipient shall educate the applicant on: (i) Affordability ratio, (ii) The content of the LE/CD, (iii) Affordability of the proposed

loan to the applicant's stated income and debts, and (iv) PITI and purchase prices. The Subrecipient shall also register the applicant for the next available homebuyer counseling workshop.

If there are no credit issues, the Subrecipient shall assist the potential buyer with the completion of the application and other required forms. After the intake appointment, the Subrecipient shall begin the third party verification process to determine the total household income and assets.

Upon receipt of the completed verifications, the Subrecipient shall calculate annual gross household income from the next 12 months per applicable regulation in HUD 24 CFR Section 5.609; HUD Handbook 4350.30, Chapters 3 and 5. The City shall have final approval of the client file prior to issuing an award letter and final approval of the closing documents prior to closing.

4. **Income and Asset Verification**
   If the applicant's annual gross household income fits within funding guidelines, the Subrecipient shall issue a commitment letter on behalf of the City of Cocoa. The applicant shall execute the Income Certification Form and be provided with his/her affordability ratio calculations. The Subrecipient shall ensure the applicant fully understands how the affordability ratio was determined.

5. **Loan Processing and Underwriting**
   During the processing of the first mortgage, the Sponsor shall be available to the loan officer, processors and/or underwriters for technical assistance (if needed) regarding the Purchase Assistance Program. Additionally, the Subrecipient shall be available to the homebuyer to assist them with any questions regarding the loan application or loan documents.

6. **Homebuyer Education and Workshop**
   All potential homebuyers are required to attend a Homebuyer Counseling Workshop conducted by a HUD Certified Housing Counseling Agency. The Subrecipient shall ensure that the potential homebuyer completes the workshop. The cost of the workshop shall be credited to the potential homebuyer as his/her required contribution for the purchase assistance per the City's Homebuyer Policy.

   The workshop shall provide potential homebuyers information on at a minimum: repairing credit; budgeting; hurricane preparation; income and debt ratios; pros and cons to homeownership; realistic purchase price and monthly payments; fair housing issues; negotiating the sales offer; home inspections; property maintenance; property insurance; various types of financing options; how to apply for down payment assistance programs; and foreclosure prevention.

   The workshop shall educate potential buyers on: how to search for a home; how to complete a sales contract; what price should be offered; what to expect from a lender; understanding lender fees; understanding the Loan Estimate, the Closing

Disclosure document; mortgage documents; foreclosure prevention; hurricane mitigation; and the rights and responsibilities of the new homeowner.

7. Property Inspection

Once a property is identified and a fully executed contract is provided to the Subrecipient, a home inspection shall be requested. The inspection shall include a wind-mitigation report and a 4-point inspection, in addition to, the full property inspection. The cost of the inspections shall count as a credit towards the homebuyer's contribution for the assistance per the City's Homebuyer Policy.

The home inspector shall provide the buyer and the Subrecipient with copies of the full report. The Subrecipient shall review the report and advise the buyer on any deficiencies and the option for rehab assistance. The Subrecipient shall be available to the buyer's real estate agent and the listing agent for any questions or concerns. Prior to purchasing the home, a final inspection should be done to verify and confirm the specified repairs were completed. **All major systems in the home must have at least a five-year life prior to purchase.**

8. Closing

Once the final inspection is complete, the Subrecipient shall send closing instructions to the identified closing company, instructing the company on how to prepare the Closing Disclosure Statement as it pertains to the assistance program. The Subrecipient shall be available to the title agent and the closing department of the first mortgage lender, for questions regarding the second mortgage.

The Subrecipient shall review the preliminary Closing Disclosure Statement for accuracy. The Subrecipient shall review, verify and confirm: (i) the fees charged on the CD are in line with what are disclosed on the LE; (ii) when the buyer is getting credit for an item(s) paid prior to closing; (iii) the buyer has satisfied the minimum contribution requirement; (iv) the assistance amount is correct; and, (v) recording fees for the second mortgage are included and correct.

The Subrecipient shall be available to the buyer during all Closing Disclosure revisions for questions and/or concerns.

Once the Closing Disclosure Statement is approved by the first and second mortgage representatives, the Subrecipient shall prepare the closing documents, to include the Note, Mortgage, and Housing Agreement. All closing documents are to be reviewed and approved by the City, and are then signed by the City Manager prior to closing. The Subrecipient shall attend the closing with the buyer and shall have the buyer execute all required documents. The Subrecipient shall maintain a client file that includes all documentation related to the client.

The goals of the Purchase Assistance Program are to:

- Provide decent, affordable housing to lower-income households;
  Expand the capacity of nonprofit housing providers;
- Leverage private sector participation in meeting the housing needs of low-income households.

The partners and their respective roles are as follows:

Community Housing Initiative, Inc.
Community Housing Initiative, Inc. (C.H.I.), a local non-profit housing provider and certified CHDO, shall be the Subrecipient of the Project, keep all records relating to the properties and will provide support to the homebuyers until closing and beyond as indicated. As Subrecipient of the Project, they shall manage all aspects of project development and implementation and shall seek out at least three financially qualified and credit worthy HOME Program eligible buyers. The Subrecipient shall comply with all aspects of the Brevard County HOME Consortium Affirmative Marketing Plan.

City of Cocoa
The City of Cocoa's role is grant manager for the Project. City staff will perform project oversight and grant management to the Subrecipient and will monitor the Subrecipient's compliance with HOME Program requirements for the duration of this Agreement.

The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a mortgage and note.

The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met when rehab assistance is used. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

EXHIBIT B

PROJECT BUDGET

The total HOME Program funds allocated to the Purchase Assistance shall not exceed $301,679.54 including subrecipient fees. The projected sources and uses of funds are as follows:

	AMOUNT	% TOTAL
*Cocoa HOME Carry Forward Amount Cocoa HOME Entitlement Funds FY 21/22	$270,892.64 $ 48,406.60	84% 16%
TOTAL:	**$319,299.24**	100 %

PROPOSED USE OF FUNDS:

Homebuyers	Purchase Assistance	Subrecipient Fee	Total Budget
8	$298,499.24	$20,800	$319,299.24
Total :	$298,499.24	$18,200	$**319,299.24**

**These are estimated amounts; actual amounts may vary.* However, any costs that are a result of contractor error or property theft shall not be reimbursed (i.e., re-inspection fees, unit vandalism or loss).

The Subrecipient will receive $2,600 per closing, a total Subrecipient fee shall not exceed $20,800. This Subrecipient fee shall be paid in approximately eight (8) installments upon each sale as evidenced by payment at closing; release of liens from all contractors, subcontractors, and suppliers; complete homebuyer file, and City approval.

Upon execution of this Agreement and issuance of a Purchase Order, the City shall issue a Notice to Proceed to the Subrecipient. Any remaining funds after eight (8) closings will be liquidated or an amendment will be done to increase the amount and term of the agreement.

EXHIBIT C

PROJECT SCHEDULE

The estimated time to complete the project is approximately 24 months from the execution of this contract agreement, with the option to extend for an additional 12 months.

Funds are available, Purchase Order processed	January 2026
All homebuyer closing completed/Funds expended	January 2028
Project Closeout	January 2028

BOARD OF COUNTY COMMISSIONERS

Housing and Human Services
2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940

January 9, 2026

Charlene Neuterman
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: 2025-2026 Disbursement Agreement

Dear Ms. Neuterman:

Enclosed please find two original Disbursement Agreements between Brevard County and the City of Cocoa. Please have the appropriate city official execute both documents and return to our office for final execution by a representative of the Board of County Commissioners. Should you have any questions, please let me know.

Thank you for your continuing assistance.

Sincerely,

Cindy Short
Special Projects Coordinator III

Phone (321) 633.2076 • Fax (321) 633.2170
Website: BrevardCounty.us

2025-2026 HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT CONTRACT

BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS CONTRACT entered into this ____ day of ____, with an effective date of October 1, 2025 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 Cocoa, 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 Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Cocoa, the City of Melbourne, the City of Titusville, 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 Contract 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 United States 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 United States 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 the 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, which is directly generated from the use of HOME Program funds and matching contributions.

L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program 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 Program 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 Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME Program funds for Fiscal Year 2025-2026 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: Community Housing Development Organization, First Time Homebuyer Program, 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 Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF CONTRACT: This Contract shall commence on October 1, 2025 and terminate on September 30, 2026, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $369,187.25 ($62,883.40 comprising of the current year's allocation, and $306,303.85 carry-forward funds. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income). The parties recognize and agree that the funds shall 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 Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2027. Unless otherwise authorized by the Consortium, funds which remain unencumbered shall be subject to Section XIV.

SECTION VI. PROGRAM INCOME:

A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.

B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit G).

C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.

D. 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 shall 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 Contract, 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 Contract under the HOME Program regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY: 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 Affirmative Marketing Policy 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 year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

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

B. 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 sub-agreements; and

C. 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 Order 11063 which prohibits discrimination and promotes equal opportunity in housing.

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

7. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

8. Age Discrimination Act of 1973.

9. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

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

11. Lead Based Paint Poisoning Prevention Act.

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

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

14. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

15. Copeland Anti-Kickback Act.

16. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.

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

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

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

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

21. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.

22. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

23. 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 Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall 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 Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program reimbursement & draw request (Exhibit F) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program reimbursement draw request (Exhibit F). HOME Program 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 9, 2026.

SECTION XIII. REIMBURSEMENT:

A. This Contract 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 Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

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

2. 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 Contract.

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

   a. 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;
   b. 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 Form* attached as Exhibit F.

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

5. 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.

6. 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 Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 9, 2026. Payment requests submitted later than October 9, 2026 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program 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 Program activities.

SECTION XIV. RECAPTURE: In the event of noncompliance with this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall 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 Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall 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 Contract.

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 2026.

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 shall 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 shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United States Department of Housing and Urban Development.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Contract 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 Contract 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 Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United States Department of Housing and Urban Development 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 shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. 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 Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

SECTION XIX. SCRUTINIZED COMPANIES:

a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
e. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

SECTION XX: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon Request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E¬verify program, the contractor hires or employs a person who is not eligible for employment.
f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

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

SECTION XXII. ENFORCEMENT (SUSPENSION/TERMINATION):

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

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

   a. Improper use of HOME Program funds;
   b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);

c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and
e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract 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.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall 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 XXIII. INDEMNIFICATION: The City, to the extent allowed by law, shall 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 Contract, 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 XXIV. INSURANCE: The City shall ensure 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 Contract, as the case may be as to the particular actions undertaken.

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

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

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

Brevard County:
Juanita D. Jackson, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
Stockton Whitten
City Manager
65 Stone Street
Cocoa, Florida 32922

[Signature Page to Follow]

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

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
James P. Liesenfelt, County Manager
(As approved by the Board on, _____).

Reviewed for legal form and content:

_____
L. Rebecca Behl, Assistant County Attorney

CITY OF COCOA

_____
Michael C. Blake, Mayor
(As approved by the Council on _____)

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of_____ physical presence or _____ online notarization, Michael C. Blake, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

_____
Notary Public - State of Florida
My Commission Expires: _____

Reviewed for legal form and content:

_____
Anthony A. Garganese, City Attorney

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 Program buyer projects containing five or more HOME Program assisted units shall 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 shall 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 shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall 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 Fiscal Year 2025-2026

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	PROGRAM INCOME	TOTAL
Program Administration	$4,795.48	$1,519.43	$0.00	$6,314.91
Community Housing Development Organization	$9,681.32	$33,891.78	$0.00	$43,573.10
First Time Homebuyer	$48,406.60	$270,892.64	$0.00	$319,299.24
Total HOME Funded Projects	$62,883.40	$306,303.85	$0.00	$369,187.25

This Budget includes the City of Cocoa's Fiscal Year 25/26 HOME Program allocation of $62,883.40, $306,303.85 carry-forward funds, for a total of $369,187.25. Any program income received throughout the year will be utilized in accordance with Section VI.

EXHIBIT C
ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$6,314.91	$2,104.97	$2,104.97	$2,104.97	$0.00	$0.00
Community Housing Development Organization Set- Aside	$43,573.10	$0.00	$0.00	$43,573.10	$0.00	$0.00
First Time Homebuyer	$319,299.24	$32,000.00	$64,000.00	$96,000.00	$0.00	$127,299.24

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	$6,314.91	$2,104.97	$2,104.97	$2,104.97	$0.00	$0.00
Community Housing Development Organization Set- Aside	$43,573.10	$0.00	$0.00	$43,573.10	$0.00	$0.00
First Time Homebuyer	$319,299.24	$32,000.00	$64,000.00	$96,000.00	$0.00	$127,299.24

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 (Attach your current program income log).**

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 Income	White/ Non-Hispanic	Black or African American	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME PROGRAM REIMBURSEMENT & DRAW REQUEST

City of Cocoa

Date: _____

Request #: _____

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

Administrative Expenses:

Activity Year	Activity Number	Activity Description	Activity Address	Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Total Amount Expended	Program Income Used	Reimbursement Due from The County	Final Draw Y/N	Comments

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

_____

Signature/Date

EXHIBIT G
PROGRAM INCOME LOG

Period Covered: _____

Agency Name: _____

Balance Forward: _____

Date Received	Date Deposited	Amount Received	Amount Used	Amount Available

_____ _____

Signature **Date**

CITY COUNCIL AGENDA ITEM

Memo Date:	January 26, 2026
Agenda Date:	February 10, 2026
File ID:	2026-64
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve Task Order No. 2026-60 to Jacobs Engineering Inc. for Services During Construction for the Elevated Tower Repairs Project (Project DYET22) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $84,868.

BACKGROUND:

The City of Cocoa's potable water distribution system relies on a 1.5-million-gallon elevated storage tank (Project DYET22) to maintain critical system pressure and fire flow reserves. To ensure the long-term structural integrity of this asset, the City previously engaged **Jacobs Engineering Group, Inc.** to perform a comprehensive engineering analysis and design for the tank's rehabilitation. On May 5, 2022, the City Council approved Task Order 2022-23, authorizing Jacobs to develop the technical specifications for interior and exterior coating replacements, structural repairs, and safety access upgrades.

With the design phase successfully completed, the project is now transitioning into the construction phase. As the **Engineer of Record**, Jacobs possesses the specific technical knowledge required to ensure the construction contractor adheres strictly to the design intent and environmental standards. Consequently, Task Order 2026-60 has been negotiated in the amount of $84,868 under the City's **Continuing Engineering Services Agreement (RFQ-20-03-COC)** to provide "Services During Construction" (SDC). These services include essential oversight such as submittal reviews, technical Requests for Information (RFI) processing, and final certification of the rehabilitation work.

Utilizing the original design firm for construction-phase services provides the City with single-point accountability and ensures that this critical infrastructure asset is rehabilitated to the highest standard, maximizing its useful life for another 10 to 15 years. Staff recommends approval of this Task Order 2026-60.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Yes

Source/Use of Funds
Account Number 424-4055-536.63-00 Project DYET22
Amount $84,868

PREVIOUS ACTION:

May 5th, 2022 - Approved Task Order 2022-23 with Jacobs Engineering Group, Inc. for engineering design services for the Elevated Tower Repair Project

RECOMMENDED MOTION:

Approve Task Order No. 2026-60 to Jacobs Engineering Inc. for Services During Construction for the Elevated Tower Repairs Project (Project DYET22) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $84,868.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for the Water System	2026-60
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 11/14/25 City Bid Number: RFQ-20-03-COC AMOUNT: $ 84,868.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 424/4055

Project Name: Elevated Tank Rehabilitation Project Number: DYET22

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Jacobs will provide engineering services to support the City during the construction phase of the Elevated Storage Tank Rehabilitation project to include construction site visits, submittal, RFI and change order reviews, and punchlist and final inspection assistance.

This will go to Council with the award of construction contractor. Anticipated in January or February 2026.

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Katherine Ennis Digitally signed by Katherine Ennis Date: 2025.11.14 11:22:40 -05'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.11.19 07:31:32 -05'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-60

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2025.12.08 15:06:06 -05'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Jacobs

City of Cocoa

Task Order 2026-60

Elevated Storage Tank Rehabilitation - Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services during construction of the Elevated Storage Tank Rehabilitation project. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and second Amendment on July 23, 2024.

Scope of Work

Task 1 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Elevated Storage Tank Rehabilitation project as described in the subtasks below. Level of effort estimates for this task assume a 6-month construction project (including pre-construction activities) and 12 weeks of onsite construction activities.

Task 1.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress and quality of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services for two days per week for the duration of the onsite construction activities, which is assumed to be 12 weeks. Jacobs's personnel will not ascend the tower nor ride on lifts and will make observations from ground level and review photos from the Contractor. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be a total of six, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review the contractor's progress schedule and progress photos with each application for payment. It is assumed there will be six applications for payment.

Task 1.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 1.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be 20 submittals and 20 resubmittals for a total of 40 submittal reviews.

Task 1.2 Deliverables

- Submittal review responses

Task 1.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 6 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 3 Contractor-requested changes to the contract.

Task 1.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 1.4 – Project Closeout

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punchlist of incomplete items for the

contractor based on the substantial completion walkthrough. Jacobs will review punchlist items for completion at the final completion walkthrough. Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 1.4 Deliverables

- Punchlist and Final approval
- Submittal and RFI Log
- Approved shop drawings and all RFIs

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' s staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/ or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
5. All required permits will be obtained by others. Permitting services are not included in this Task Order.
6. No materials testing or subconsultant services are provided in this Task Order.
7. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.

Schedule

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor and Jacobs and will last the duration of the construction process.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task		Hours	Fee
Task 1 – Services During Construction		534	$84,618
Expenses & Subconsultants		N/A	$250
	Totals:	534	$84,868

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

Acceptance

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

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By: 
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 12/03/2025

City of Cocoa Task Order 2026-60

Elevated Storage Tank Rehabilitation - Services During Construction

Labor Hour Breakdown

		Project Manager	Senior Project Engineer / Construction Support	Project Engineer / Construction Support	Construction Support Services Coordinator						
		Engineer 5	Engineer 6	Engineer 2	Technician 3						
		$199.00	$218.00	$120.00	$120.00	Task Totals:	Labor Hours	Labor Fee	Expenses	Subcontracts	Total Fee
Task 1 - Services During Construction											
Task 1.1	Construction Observation and Coordination Support Services	48	108	108			264	$46,056	$250	$0	$46,306
Task 1.2	Submittal Review	40		80	40		160	$22,360	$0	$0	$22,360
Task 1.3	Contractor Clarifications and Changes	18		36			54	$7,902	$0	$0	$7,902
Task 1.4	Closeout	20		32	4		56	$8,300	$0	$0	$8,300

Total Labor Hours:	534
Total Labor Fee:	$84,618
Total Expenses:	$250
Total Subcontracts:	$0
Total Fee:	$84,868

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

d. The Engineer has committed any act of fraud upon the City; or

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

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

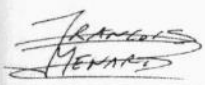
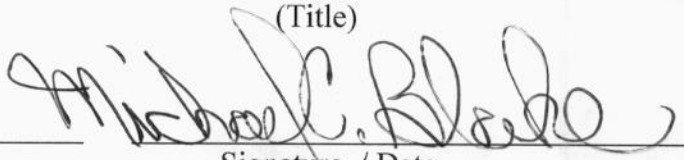
A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
 07/23/2024	
Signature / Date	Signature / Date

Attest: 
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CITY COUNCIL AGENDA ITEM

Memo Date:	January 26, 2026
Agenda Date:	February 10, 2026
File ID:	2026-65
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Award Bid No. B-26-01-COC, Elevated Tower Repair Project (DYET22), to Tank Rehab, LLC., of Jacksonville, Florida, for $1,372,500. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $137,250 (10% of the Contract Amount) for a Total Project Cost of $1,509,750 and approve BAF 26-047-PT transferring funds to this project number.

BACKGROUND:

The City of Cocoa's potable water distribution system contains a 1.5 million gallon elevated storage tank. The tank is constructed of steel and was last coated in approximately 2014. The tank is inspected annually by a team of divers and inspection reports are provided to the City. Based on recent inspection reports, the City has determined the tank and its coating system require rehabilitation to maintain the infrastructure and maximize its useful life. The project includes replacement of the interior coating of the tank, structural repairs to the interior of the tank, access ladder replacement, and repairs to the exterior coating of the tank.

To ensure a competitive and transparent procurement process for this project, Invitation to Bid (ITB) B-26-01-COC was formally advertised on November 10, 2025 in accordance with the City's procurement standards and Florida Statute 255.0525. The solicitation was published in *Florida Today*, posted on the City's official website, and broadcast via VendorLink. This outreach successfully reached 1,799 registered vendors, 58 of whom downloaded and reviewed the bid documents to evaluate the scope of work.

Following the advertisement period, the City received two formal sealed responses by the submission deadline. These bids were opened publicly on December 30, 2025, and were subsequently tabulated and reviewed to determine the apparent low bidder. The bids received were as follows:

Rank	Vendor	Base Bid
1	Tank Rehab, LLC.	$1,372,500.00
2	Razorback, LLC.	$1,688,000.00

After a thorough evaluation of the submittals for both responsiveness to the ITB requirements and the responsibility of the bidding firms, staff has determined

that **TankRehab.com LLC** is the lowest responsive and responsible bidder.

Staff is also requesting that the City Council approve a Contingency Resolution for 10% of the construction cost for $137,250. The additional amount will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward. The additional $137,250 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The City budgeted $826,825 for this project in FY25 under account 424-4055-536.63-00, WS18BR. Additional budget of $767,793 is being transferred to the project via BAF 26-047-PT.

Staff recommends awarding Bid No. ITB-26-01-COC, Elevated Tower Repair Project to Tank Rehab LLC. of Jacksonvile, Florida.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
424-4055-536.63-00	$ 826,825 DYET22
424-4055-536.63-00	($ 767,793) WS1201
424-4055-536.63-00	$ 767,793 DYET22

PREVIOUS ACTION:

May 5th, 2022 - Approved Task Order 2022-23 with Jacobs Engineering Group, Inc. for engineering design services for the Elevated Tower Repair Project

RECOMMENDED MOTION:

Award Bid No. B-26-01-COC, Elevated Tower Repair Project (DYET22), to Tank Rehab, LLC., of Jacksonville, Florida, for $1,372,500. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $137,250 (10% of the Contract Amount) for a Total Project Cost of $1,509,750 and approve BAF 26-047-PT transferring funds to this project number.

CONSTRUCTION AGREEMENT
B-26-01-COC

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **TANK REHAB.COM LLC,** a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Cocoa 1.5MG Elevated Storage Tank Rehabilitation ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Technical Specifications and Inspection Report, dated June 3, 2025 ; Final Bid Set Specifications dated November 6, 2025; ITB Documents issued by the City, dated November 10, 2025; Contractor's Bid Submittal, dated December 30, 2025; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

    f. ITB for B-26-01-COC issued by the City of Cocoa dated November 10,

2025, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be substantially completed within One Hundred and Eighty (180) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion*. The Work shall be finally completed, ready for Final Payment within Thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as

liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$1,665** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$1,665** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One million, Three hundred seventy-two thousand, Five hundred dollars ($1,372,500.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by

CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to

the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment

request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

The OWNER further hereby identifies Richie Angley, P.E. Process Mechanical Engineer, Jacobs Engineering, Attn: Richie.Angley@jacobs.com, as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies the Katherine Ennis, Utilities Deputy Director, City of Cocoa, Attn: kennis@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld,

less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Katherine Ennis, Utilities Deputy Director or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City

timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout

and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not

limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, marsenault@cocoafl.gov, Monica Arsenault, CMC, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Tank Rehab.Com LLC
Attn: Tom Donovan
2030 E. Adams Street, Jacksonville, FL 32202
(904) 608-6149
Email: tom@tankrehab.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has

employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

41. **TRAFFICKING**

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the Engineer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

(4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

TANK REHAB.COM LLC

By: _____

Print name/title: Tom Donovan / MGR

Date: 2-3-2026

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 3 day of February, 2026, by Tom Donovan, the MGR. of TankRehab.com LLC., who is personally known to me or who produced D.L. as identification and who did take an oath.

Ansley Emerson
(Notary Public Signature)

Ansley Emerson
(Print Name)
Notary Public, State of Florida
Commission No.: HH 701633
My Commission Expires: 07/23/2029

NOTARY PUBLIC
ANSLEY EMERSON
Notary Public, State of Florida
Commission# HH 701633
My comm. expires Jul. 23, 2029

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

EXHIBIT B

ITB B-26-01-COC
(dated November 10, 2025)

EXHIBIT C

Tank Rehab.Com LLC, Submittal
(dated December 30, 2025)

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date: 12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Issuance | Release Date: Monday, November 10, 2025
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to perform the scope of work which includes surface preparation, corrosion repair, and coating of metal surfaces of the City of Cocoa 1.5 MG Elevated Water Storage Tank. The Contractor scope of work also includes rehabilitation of tank equipment such as vents, ladders, and structural supports.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a MANDATORY Pre-Bid conference held for this project Friday, November 21, 2025 at 10:00am EST located at Cocoa Utilities Administrative Building, Second Floor Conference Room, 351 Shearer Blvd., Cocoa, FL 32922 followed by a site visit to the Elevated Tower Property located at 322 Peachtree Street, Cocoa, FL 32922. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, December 5, 2025 at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County, and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

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TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The Contractor will provide all materials and labor necessary to perform the scope of work which includes surface preparation, corrosion repair, and coating of metal surfaces of the 1.5 MG Elevated Water Storage Tank. The Contractor scope of work also includes rehabilitation of tank equipment such as vents, ladders, and structural supports. The 1.5 MG Elevated Water Storage Tank is located approximately at the northeast corner of the intersection of U.S. 1 and Peachtree Street in Cocoa, Florida. See the Project Bid Specifications and Inspection Report for specific details of the work to be performed.

The Elevated Water Storage Tank is located on U.S. 1 and operates daily to maintain water supply to a portion of the City of Cocoa distribution system.

Include the following work sequence and separate deadline constraint into the overall Project Schedule:

- The Elevated Water Storage Tank can only be taken offline continuously between January 1 through April 30 of the same year to perform the portion of the Work requiring the tank to be offline. Work not requiring the Elevated Water Storage Tank to be offline may be performed outside the January 1 through April 30 window. All work must be completed within the Project Completion Time described in Section 1.03 of this bid document.
- Notify Owner 30 days prior to needing the Elevated Water Storage Tank offline. Owner will isolate the Elevated Water Storage Tank from the distribution system.
- Prior to taking the Elevated Water Storage Tank offline, all equipment and materials required to perform the Work must be at the Site. All equipment and materials must be approved in accordance with the Submittal Requirements specified herein.
- After the Elevated Water Storage Tank is taken offline, the Work required for the tank to be offline must be substantially complete by April 30 of the same year including, but not limited to the following:
    - All required inspection and testing.
    - Cleaning, disinfection, and submission of passing bacteriological test results to Engineer. Engineer will submit request for clearance along with bacteriological test results to FDEP for approval to place Elevated Water Storage Tank back into operation.
    - The Elevated Water Storage Tank must be functional and operational.
- After the Elevated Water Storage Tank is taken offline and the Work complete, the tank is required to be disinfected by the Contractor in accordance with Section 09 97 13, Steel Tank Coatings.

All work shall be performed according to the Construction Bid Documents and are made part of the contract by reference.

The Contractor shall perform the project per:

1. The jurisdiction for the project site is the City of Cocoa, Florida. All work shall be permitted and

undertaken in accordance with applicable codes and ordinances.

2. Prime contractor is assumed to be familiar with all general conditions/contract requirements associated with the contract between owner and contractor as they apply to the work noted on the detailed specifications, attached herein as Exhibit A. Prime contractor shall transfer all such requirements to all subcontractors.
3. All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. submission of bid will be taken to confirm familiarity with conditions of the work, so the bid price includes all work necessary to provide a completed, ready-to-occupied project.
4. Contractor shall obtain all permits required to undertake the work unless noted otherwise.
5. Prior to receiving a notice-to-proceed, the owner will file a notice-of-commencement with the appropriate authority if required.
6. The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates.
7. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.
2. Previous Experience and References:
    a. The firm shall have been in business for a minimum of five (5) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of five (5) years.
    b. Must be licensed in the state of Florida as a General Contractor with a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein.
    c. The Contractor shall have completed at least three projects in the last 5 years that included surface preparation, corrosion repair, and coating of metal water storage tanks for a municipal water utility.
    d. Coating Applicator Qualifications
        i. The firm shall have a minimum of 10 years' experience in application of products as specified in the Project Specifications.
        ii. Provide experience in containment of an elevated water storage tank located within 5 miles of the ocean coast.
        iii. Certification by Coatings Manufacturer for application of 100 percent solids epoxy.
        iv. Applicator must have a minimum of NACE/AMPP Certified Level 3 Coatings Inspector. Submit certifications.
    e. Contractor shall provide a listing of completed projects that meet these requirements and shall provide contact information for the project owner to confirm qualifications for each project. Contractors that do not meet this requirement will not be qualified to bid on this Project or perform the work. Provide a brief description of work, including location, contract substantial and final

completion dates, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified in the Project Documents.

5. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.

6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

7. Provide a completed W9 according to section 4.02 of this request.

8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Thirty (30) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within One Hundred and Eighty (180) calendar days after the notice to proceed is issued. The date of substantial completion of the Work is the date certified in writing by the City when (1) construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize the Work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for Substantial Completion identified in the general, special, or technical conditions or construction plans have been satisfied. Final completion will be 30 calendar days after the date of delivery of the final approved punch list, which shall be delivered within thirty (30) calendar days from the date of Substantial Completion. The construction agreement shall establish the process for approval and delivery of the punch list required by the Local Government Prompt Payment Act, Section 218.735, Florida Statutes.

1.04 SOLICITATION SCHEDULE

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 11/10/2025 at 8:00am EST**
Mandatory Pre-Bid Conference	**Friday, 11/21/2025 at 10:00am EST**
Deadline for Questions	**Friday, 12/05/2025 at 5:00pm EST**
Bid Due Date and Time	**Friday, 12/19/2025 at 3:00pm EST**
Anticipated Notice of Intent to Award	**February 2026**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

City Council Approval of Contract	**February 2026**

(This schedule may be revised, as needed)

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on Friday, November 21, 2025 at 10:00am EST at Cocoa Utilities Administrative Building, Second Floor Conference Room, 351 Shearer Blvd., Cocoa, FL 32922 followed by a site visit to the Elevated Tower property located at 322 Peachtree Street, Cocoa FL 32922 Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by

the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by

the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Whether the Bidder has been suspended or debarred from doing business with the City or another public entity.

J. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between

all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:
    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project, and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

C.

3.02 PERFORMANCE AND PAYMENT BONDS

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

    a. The successful Bidder shall assure faithful performance of this project;
    b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
    c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 LIQUIDATED DAMAGES

It is understood and agreed that time is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of One Hundred ($100.00) for each building for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day
$50,000 and under $956
Over $50,000 but less than $250,000.....$964
$250,000 but less than $500,000.....$1,241
$500,000 but less than $2,500,000.....$1,665
\$2,500,000 but less than $5,000,000.....$2,712
$5,000,000 but less than $10,000,000.....$3,447
$10,000,000 but less than $15,000,000.....$4,866
$15,000,000 but less than $20,000,000.....$5,818

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty

periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera, contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the

material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor, together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement, to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the

CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY CLERK, AT 321-433-8480, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, u n l e s s otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified

for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an

affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line-item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The

City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front-loaded bids could reasonably appear to be an attempt to obtain unjustified early payments, creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded

agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on,

submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

4.72 TRAFFICKING

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond
	Attachment "E" Bid Price Schedule
	~~Attachment "F" Trench Safety (if required)~~
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	~~Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees~~
	Attachment “R” Human Trafficking Affidavit
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: _____ **FEIN:** _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date: 12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "D" Bid Security Bond-USED

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned_____
_____

as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
_____	_____	_____	_____	_____

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Elevated Storage Tank Rehabilitation as per plans and specifications:

Pay Item	Description	Unit	Est. QTY	Total Price
1	Mobilization and Demobilization*	LS	1	$
2	Site Restoration - To include all restoration of the site to pre-work condition.	LS	1	$
3	Rehabilitation of all interior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13.	LS	1	$
4	Spot repair of exterior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13.	LS	1	$
5	Rehabilitation of tank concrete foundations and pipe saddles including surface preparation and coating in accordance with Specification Section 09 97 13.	LS	1	$
6	Replacement of the exterior tank ladder and tank vent screen in accordance with Specification Section 09 97 13.	LS	1	$

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

7	Replacement and repair of one of the three structural supports for the elevated storage tank interior overflow pipe in accordance with Specification Section 09 97 13.	LS	1	$
8	Disinfection of the elevated water storage tank after completion of rehabilitation work including filling, draining, and bacteriological sampling in accordance with Specification Section 09 97 13 3.09.	LS	1	$
9	Environmental controls in accordance with Specification Section 09 97 13 3.03.	LS	1	$
	TOTAL BID PRICE FOR PROJECT			$

*Item consists of the mobilizing and demobilization operations for the project, including, but not limited to, those operations necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site, pre and post site photos and videos, and for the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits, insurance, indemnification, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. Project meetings, construction progress documentation, submittals, and all other requirements of Section 01 00 01 shall also be included in this item.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

~~Attachment "F" Trench Safety Certification~~ – Not USED

(if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ [Name of entity submitting sworn statement] whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "N" Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-01-COC**

TITLE: **Dyal 1.5 MG Elevated Storage Tank Rehabilitation**

SOLICITATION DUE DATE: 12/19/25 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P" Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~Attachment "Q" Federally Required Contract Clauses~~

~~for FEMA Grantees and Subgrantees~~ – Not Used

~~1. *Equal Employment Opportunity*~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement **Not Applicable**

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that

the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

~~**10. PROCUREMENT OF RECOVERED MATERIALS**~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or~~

~~4. Provide, as part of its performance of this contract, subcontract, or other~~

~~contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

iii.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. *Copyright and Data Rights* – ***Not applicable***

The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used

~~herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~Company Name:~~ _____

~~Address:~~ _____

~~Telephone:~~ _____ **~~Email:~~** _____

_____ _____

~~Authorized Signature~~ **~~Date~~**

_____ _____

~~Name~~ **~~Title~~**

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as _____(Role) of_____(Company).

3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE

_____
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

EXHIBIT A

City of Cocoa 1.5 MG Elevated Tower Rehabilitation Technical Specifications and Inspection Report

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

December 15, 2025

Addendum 1
To the Contract Documents and Specifications:
ITB # B-26-01-COC
Cocoa 1.5MG Elevated Storage Tank Rehabilitation

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

I. **Revise 1.04 Solicitation Schedule as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:**

Tentative Schedule (all Local Times)

Task	Date
ITB Released	Monday, 11/10/2025 at 8:00am EST
Mandatory Pre-Bid Conference	Friday, 11/21/2025 at 10:00am EST
Deadline for Questions	Friday, 12/05/2025 at 5:00pm EST
Bid Due Date and Time	~~Friday, 12/19/2025~~ Tuesday, 12/30/25 at 3:00pm EST
Anticipated Notice of Intent to Award	February 2026
City Council Approval of Contract	February 2026

II. **Revise Section 3.03 Liquidated Damages of the ITB as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:**

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of **the daily charge per the damages schedule** ~~**One Hundred ($100.00) for each building**~~ for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained.

III. Revise Attachment "E" Bid Price Schedule of the ITB as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline. (Replace Schedule "E" pages 50-52 in bid document with REVISED Schedule "E" pages 50-52 attached as a separate document with this Addendum):

Pay Item	Description	Unit	Est. QTY	Total Price
1	Mobilization and Demobilization*	LS	1	$
2	Site Restoration - To include all restoration of the site to pre-work condition.	LS	1	$
3	Rehabilitation of all interior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Section 09 97 13.	LS	1	$
4	Spot repair of exterior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Section 09 97 13 **Paragraph 3.06, B. This item shall include all costs for complete repair of the entirety of the damaged surface area for all spot repairs.**	LS	1	$
5	Rehabilitation of tank concrete foundations and pipe saddles including surface preparation and coating in accordance with Section 09 97 13.	LS	1	$
6	Replacement of the exterior tank ladder and tank vent screen in accordance with Section 09 97 13.	LS	1	$
7	Replacement and repair of one of the three structural supports for the elevated storage tank interior overflow pipe in accordance with Section 09 97 13.	LS	1	$
8	Disinfection of the elevated water storage tank after completion of rehabilitation work including filling, draining, and bacteriological sampling in accordance with Section 09 97 13 3.09.	LS	1	$
9	Environmental controls in accordance with Section 09 97 13 3.03.	LS	1	$
TOTAL BID PRICE FOR PROJECT (Items 1-9)				**$**
BID ALTERNATE				

10	**Surface preparation, top coat of exposed exterior of the metal tank, and reapplication of the tower logo in accordance with Section 09 07 13 Paragraph 3.06, E (Addendum #1, Item XXII).**	**LS**	**1**	**$**

*Item consists of the mobilizing and demobilization operations for the project, including, but not limited to, those operations necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site, pre and post site photos and videos, and for the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits, insurance, indemnification, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. Project meetings, construction progress documentation, submittals, and all other requirements of Section 01 00 01 shall also be included in this item.

IV. Revise Specification Section 01 00 01 Paragraph 1.02 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

C. Base Bid and Bid Alternate:

1. The Project Base Bid includes everything specified in the Contract Documents (ITB and Technical Specifications) except Section 09 97 13 Paragraphs 1.02 L and 3.06 E. The Project Base Bid is intended to achieve spot repair of the exterior metal surfaces, but does not include an overcoat of the entire tank exterior and does not include replacement of the exterior tank logo.
2. The Project Bid Alternate includes Section 09 97 13 Paragraphs 1.02 L and 3.06 E. The Project Bid Alternate is intended to achieve an overcoat of the entire tank exterior and a replacement of the exterior tank logo.

V. Revise Specification Section 01 00 01 Paragraph 1.07 A as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

A. Include the following work sequences and constraints in the Project Schedule:

1. The Elevated Water Storage Tank at the Project Site operates daily to maintain water supply to a portion of the City of Cocoa distribution system.
2. The Elevated Water Storage Tank may be taken offline continuously between January 1, 2026 through ~~April 30~~May 31, 2026 to perform the Work. Work not requiring the Elevated Water Storage Tank to be offline may be performed outside the January 1, 2026 through ~~April 30~~May 31, 2026 window. Notify Owner 30 days prior to needing the Elevated Water Storage Tank offline. Owner will isolate the Elevated Water Storage Tank from the distribution system.
3. Prior to taking the Elevated Water Storage Tank offline, all equipment and materials required to perform the Work must be at the Site. All equipment and materials must be approved in accordance with the Submittal Requirements specified herein.

4. After the Elevated Water Storage Tank is taken offline, the Work must be substantially complete by ~~April 30 of the same year~~May 31, 2026 including, but not limited to the following:
    a. All required inspection and testing.
    b. Cleaning, disinfection, and submission of passing bacteriological test results to Engineer. Engineer will submit request for clearance along with bacteriological test results to FDEP for approval to place Elevated Water Storage Tank back into operation.
    c. The Elevated Water Storage Tank must be functional and operational.
5. After the Elevated Water Storage Tank is taken offline and the Work complete, the tank is required to be disinfected by the Contractor in accordance with Section 09 97 13, Steel Tank Coatings.

These date changes also apply to Section 1.01 Description of Work in the ITB Document.

VI. Revise Specification Section 09 97 13 Paragraph 1.02 C as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

C. Contractor shall perform spot repair of exterior metal tank surfaces. Known areas showing corrosion and requiring spot repair are ~~as~~ identified in Supplement 3 of this Section, Inspection of the 1.5 Million Gallon Elevated Storage Tank by In Depth Inc., June 19, 2024. Work shall include surface preparation, corrosion pit repair and epoxy filling, and coating of all spot repair locations for a complete repair of the entirety of the surface area and depth of the spot repair locations as specified herein. ~~Spot repair of exterior metal tank surfaces includes surface preparation, corrosion pit repair and epoxy filling, and coating as specified herein.~~

VII. Revise Specification Section 09 97 13 Paragraph 1.05 A.4 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

4. Coating Inspector shall be a NACE / AMPP Certified Coating Inspector Level 3. Coating Inspector can be either employee of Contractor or hired by Contractor for inspection services.

VIII. Revise Specification Section 09 97 13 Paragraph 2.01 A.2 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

2. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61, NSF 600, and NSF/ANSI 372.

IX. Revise Specification Section 09 97 13 Paragraph 2.02 A as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

A. Materials, equipment, and accessories specified in this section, except for the exterior coating, shall be products of:

X. Revise Specification Section 09 97 13 Paragraph 2.02 as follows by adding text shown in underline:

B. Materials, equipment, and accessories specified in this section for the exterior coating shall be Tnemec Coatings, Kansas City, MO. No Equivalent products will be allowed.

XI. Revise Specification Section 09 97 13 Paragraph 2.03 E as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

E. ~~Organic~~ Zinc Rich Primer: Zinc-rich aromatic polyurethane or epoxy binder, zinc pigment greater than 83 percent in dried film.

XII. Revise Specification Section 09 97 13 Paragraph 2.03 F as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

F. High Build Epoxy: Polyamide or Polyamidoamine epoxy, minimum 69 percent volume solids, capability of 4 to 10~~8~~ MDFT per coat.

XIII. Revise Specification Section 09 97 13 Paragraph 2.03 G as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

G. Fluoropolymer Finish: Premium high performance fluoropolymer with long term color and gloss characteristics. Tnemec Series 700 Hydroflon~~, Sherwin Williams Fluorokem HS, "Or-equal" approved~~.

XIV. Revise Specification Section 09 97 13 Paragraph 2.03 J as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

J. NSF Epoxy, 100 Percent Solids: Two-component, 100 percent solids epoxy for water tank lining, approved for potable water contact and conforming to NSF 61 and NSF 600.

XV. Revise Specification Section 09 97 13 Paragraph 2.03 K as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

K. NSF Epoxy: Polyamidoamine or phenalkamine cured epoxy coatings approved for potable water contact and conforming to NSF 61 and NSF 600.

XVI. Revise Specification Section 09 97 13 Paragraph 2.03 L as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

L. Epoxy Primer: Two-component, polyamidoamine, phenalkamine, or polyamide cured epoxy, compatible with specified finish. Primer that may contact potable water shall conform to NSF/ANSI 61 and NSF 600. Primer for exterior exposed surfaces may contain anticorrosive pigments.

XVII. Revise Specification Section 09 97 13 Paragraph 2.03 N as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

N. Caulking: Two-component polyurethane caulk, suitable for potable water contact conforming to NSF 61 and NSF 600 and compatible with the NSF Epoxy.

XVIII. Revise Specification Section 09 97 13 Paragraph 3.03 A.1.f as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

f. The exterior of the containment system shall not~~w~~ have advertisements of any kind.

XIX. Revise Specification Section 09 97 13 Paragraph 3.04 A.1 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

1. Meet requirements of the following SSPC Specifications:
   a. Solvent Cleaning: SP 1.
   b. Hand Tool Cleaning: SP 2.
   c. Power Tool Cleaning: SP 3.
   d. White Metal Blast Cleaning: SP 5.
   e. Near-White Blast Cleaning: SP 10.
   f. Power Tool Cleaning to Bare Metal: SP 11.
   g. Brush Blasting of Non-Ferrous Metals: SP 16.

XX. Revise Specification Section 09 97 13 Paragraph 3.06, A as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

A. System No. 1A Submerged Metal—Potable Water (NSF Epoxy):

Surface Prep.	Paint Material	Min. Coats, Cover
Field: Detergent wash and fresh water rinse (SP-1). Brush-off blast shop primer, abrasive blast areas of damaged primer, and field weld holdback areas to white metal (SP 5).	~~NSF Epoxy~~ Zinc-rich primer (white)~~, Spot Repairs and Welds~~	1 coat, 2.5-3.5 ~~4~~ MDFT
	~~Stripe Coat with NSF Epoxy~~ NSF Epoxy Intermediate (grey or beige)	1 coat, 5-10~~3~~ MDFT
	Stripe Coat with NSF Epoxy ~~NSF Epoxy Intermediate~~ Coat (grey or beige)	1 coat, 5-10 ~~4~~ MDFT
	NSF Epoxy Finish Coat (white)	1 coat, ~~4~~ 5-10 MDFT

1. Minimum Dry Film Thickness, Total System:

a. Nonstripe Coated Areas: 12.5 MDFT.
b. Stripe Coated Areas: 17.5~~15~~ MDFT.

2. Application Schedule:
   a. Coat all metal surfaces inside tank, including, but not limited to, steel plates, structural steel, exposed surfaces of inlet, outlet, overflow, and drain piping, hatches, covers, ladders, landings, and couplings.
   b. Fill all pits in steel surfaces between 1/16 and 1/8-inch deep with epoxy filler.

XXI. Revise Specification Section 09 97 13 Paragraph 3.06, B as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

B. System No. 5 Exposed Metal – Spot Repair:

Surface Prep.	Paint Material	Min. Coats, Cover
Field: High-Pressure wash, Detergent wash and fresh water rinse (SP-1). Remove surface salt contamination. Power tool clean to bare metal at all corrosion sites on the ~~Abrasive blast all~~ steel surfaces to ~~near white achieve~~ bright metal (SP-11~~0~~).	~~Organic Zinc Rich Primer~~ Spot Prime: Tnemec Series 135	1 coat, ~~3~~5-10 MDFT
	Intermediate~~Stripe~~ Coat: Tnemec Series 135 ~~High Build Epoxy~~	1 coat, ~~4~~ 5-10 MDFT
	2nd Intermediate Coat (tank underside only): Tnemec Series 135 ~~High Build Epoxy~~	1 coat, ~~8~~5-10 MDFT
	Topcoat: Tnemec Fluoropolymer Finish	1 coat, 2-3 MDFT
	~~Graphics and lettering: Fluoropolymer Finish~~	~~1 coat, 2.5 MDFT~~

1. Minimum Dry Film Thickness, Total System ~~(excluding graphics and lettering)~~: 17 mils.
   ~~a. Non stripe coated areas: 14 mils.~~
   ~~b. Stripe coated areas: 18 mils.~~
2. Application Schedule:
   a. Coat all locations requiring spot repair on the exposed exterior metal surfaces of tank, tower, piping, ladder, handrails, and related items including, but not limited to, steel plates, structural steel, tank roof and underside, roof vent and hatch, catwalk, manways, center rise column, tower support legs, cross-members, cross-braces, sway rods, overflow piping, influent piping, fittings and appurtenances.
   b. For galvanized surfaces to be coated, refer to System No. 10.
   c. Fill all pits in steel surfaces between 1/16 and 1/8-inch deep with epoxy filler.

XXII. Revise Specification Section 09 97 13 Paragraph 3.06 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

E. System No. 5 Exposed Metal – Overcoat (Bid Alternate):

Surface Prep.	Paint Material	Min. Coats, Cover
Field: High-Pressure wash, Detergent wash and fresh water rinse (SP-1). Remove surface salt contamination. Power tool clean the entire exterior surface (SP-3) to remove loose and marginally adherent coatings, and provide abrasion of existing coatings for adhesion.	Stripe Coat (Edges and Weld seams): Tnemec Series 135	1 coat, 5-10 MDFT
	Intermediate Coat: Tnemec Series 135	1 coat, 5-10 MDFT
	2nd Intermediate Coat (tank underside only): Tnemec Series 135	1 coat, 5-10 MDFT
	Topcoat: Tnemec Fluoropolymer Finish	1 coat, 2-3 MDFT
	Graphics and lettering: Tnemec Fluoropolymer Finish	1 coat, 2-3 MDFT

3. Minimum Dry Film Thickness, Total System (excluding graphics and lettering): 12 mils in addition to existing coating.
   a. Contractor shall measure existing Dry Film Thickness before starting a section of overcoat. If less than 5 MDFT coat with Tnemec Series 135 till a minimum of 5 MDFT is reached.
   b. Non-stripe coated areas: 12 mils in addition to existing coating
   c. Stripe coated areas:17 mils.
4. Application Schedule:
   a. Coat all exposed exterior metal surfaces of tank, tower, piping, ladder, handrails, and related items including, but not limited to, steel plates, structural steel, tank roof and underside, roof vent and hatch, catwalk, manways, center rise column, tower support legs, cross-members, cross-braces, sway rods, overflow piping, influent piping, fittings and appurtenances.
   b. For galvanized surfaces to be coated, refer to System No. 10.

XXIII. This addendum includes and addresses questions received by plan holders. The questions are listed below numbered 1 through 56 with responses provided in red below each question.

1. Clarification of Exterior Coating System Requirements - Section 3.06(B) specifies a full abrasive blast to SSPC-SP10 / NACE 2 (Near-White Metal), full containment, zinc-rich

primer, epoxy stripe coat, intermediate epoxy coats, and a fluoropolymer finish. Given that the existing exterior coating is approximately ten years old and remains in generally good condition, would the City confirm whether full coating removal and SP-10 blasting is mandatory on all exterior surfaces, including areas where the existing coating is sound, tightly adhered, and shows minimal degradation?

Refer to Item XXI and XXII in this addendum for revised exterior tank coating system.

2. Consideration of an Alternate Exterior Overcoat System – Based on the observed condition, this tank appears to be a strong candidate for an overcoat rehabilitation system that preserves sound coating, minimizes environmental impact, and reduces overall project cost while still achieving long-term corrosion protection. Would the City consider allowing an Alternate Bid for an overcoat system consisting of the following steps?

   Proposed Alternate Overcoat Scope:

   A. Pre-Cleaning
      1. High-pressure washing to remove dirt, surface contaminants, and chalking.
      2. SSPC-SP1 (Solvent Cleaning).
      3. Apply a solution of 1 part bleach to 3 parts water, ensuring it remains wet on the surface for a minimum of 15 minutes to fully kill biological growth such as mold, mildew, and algae.
      4. Apply and rinse with a soluble salt remover (e.g., ChlorRid) to reduce chloride contamination and improve coating adhesion.
   B. Mechanical Surface Preparation
      1. SSPC-SP3 (Power Tool Cleaning) to remove loose and marginally adherent coatings and to feather intact coatings.
      2. SSPC-SP11 (Power Tool Cleaning to Bare Metal) at all corrosion sites to achieve bright metal.
      3. Abrasion of intact existing coatings to promote mechanical adhesion for the new coating system.
   C. Spot Prime / Stripe Coat
      1. Apply a high-build, surface-tolerant polyamidoamine epoxy over all SP-11 bare-metal areas, edges, weld seams, and structural features requiring stripe coating.
   D. Intermediate Coat
      1. Apply a high-build epoxy coating over the entire exterior bowl and shell to enhance barrier protection.
   E. Finish Coat
      1. Apply a fluoropolymer topcoat to provide long-term UV resistance, color stability, and gloss retention.

   This approach preserves sound coatings, reduces waste, reduces required containment, and lowers overall project cost.

   Refer to Item XXI and XXII in this addendum for revised exterior tank coating system.

3. Exterior Surface Preparation Level – SP-10 vs. SP-6 (System No. 5 Exposed Metal) - Section 3.06(B) requires SSPC-SP10 (Near-White Metal Blast). However, most zinc-rich primer manufacturers list SSPC-SP6 (Commercial Blast) with a 1.5–2.0 mil anchor profile as the appropriate standard for exterior atmospheric steel surfaces. Illustration of Cost and Scope Differences

Item	SSPC-SP6 (Commercial Blast)	SSPC-SP10 (Near-White Metal Blast)
Production rate	Higher, faster	Lower due to more stringent cleaning requirements
Abrasive consumption	Moderate	Significantly higher (20–40% increase)
Containment needs	Lower	Higher due to aggressive blasting
Estimated cost impact	Baseline	Typically **20–35% higher** than SP-6

Question: Considering the substantial cost increase associated with SP-10—and given that SP-6 is widely acceptable per coating manufacturer product data—would the City consider allowing SSPC-SP6 for exterior tank surfaces where appropriate and supported by manufacturer recommendations?

Refer to Item XXI in this addendum for revised exterior tank coating system and surface preparation.

4. Dry Film Thickness (DFT) Ranges - The specification lists fixed coating thicknesses. For field-applied coatings, it is industry standard to specify DFT ranges to account for application variability while ensuring full performance. Typical ranges include:
    - Zinc-rich primer: 2.5–3.5 mils
    - High-build epoxy: 5–10 mils (per manufacturer)
    - Fluoropolymer finish: 2–3 mils

Question: Would the City consider revising the DFT requirements to allow acceptable thickness ranges in accordance with coating manufacturer guidelines?

Refer to Items XX and XXI in this addendum for revised coating systems with DFT ranges.

5. Manufacturer Consistency for Overcoat Systems - For overcoat applications, it is best practice to use a single manufacturer throughout the complete coating system to ensure adhesion compatibility and maintain the manufacturer's warranty. Question: If an overcoat alternate is permitted, would the City consider accepting a Tnemec overcoat system as an approved alternate?

Refer to Item X in this addendum. Tnemec products will be used for exterior coating system.

6. We are reviewing the requirements and noted a stipulation in the specification book that bidders must be licensed in the state of Florida as a General Contractor, with a minimum of five (5) years of relevant experience. While we meet all other qualifications for this project, our company does not currently hold a Florida General Contractor's license, as it has not historically been required for this specific type of work. Could you please confirm if we are still permitted to submit a bid for this project, given the licensing requirement?

   Qualified bidders must be licensed in the state of Florida as a General Contractor. Refer to the Invitation To Bid (ITB) Paragraph 1.02.

7. Do the existing interior and/or exterior coatings contain lead and if so, how much?

   The existing coatings are not known to contain lead.

8. What is the estimated bid price?

   The City prefers not to share this information.

9. Who will be performing coatings inspections? Will there be any 3rd party inspectors? If so, who will it be? If unknown, who is being considered?

   The Contractor is responsible for completing the inspection services required by the Contract Documents.

10. Are there any antennas on the tank and if so, who is responsible for removing/protecting them?

    Refer to Specification Section 01 00 01 Paragraph 1.07 K and Specification Section 09 97 13 Paragraph 1.02 E. The Contractor is responsible for equipment on the elevated water tank including, but not limited to, identification, coordination, protection, removal, and reinstallation according to the requirements of the owner.

11. Who is responsible for removing/reinstalling the cantilevered light system?

    The Contractor is responsible.

12. Will a meeting minutes document be distributed from the mandatory prebid meeting?

    Contact the City of Cocoa Purchasing Department for information on the pre-bid meeting.

13. Will additional staging area for equipment and materials be provided?

    The Project Site is available for staging equipment and materials. The Project Site includes the area inside the fence surrounding the elevated storage tank.

14. Will the owner trim the tree limbs infringing on the tank site prior to the start of work?

    No. The City does not anticipate tree trimming to be required to complete the Work. The Contractor is responsible for completing the Work. If the Contractor determines they need to trim trees to complete the work, they would be required to obtain all necessary approvals and comply with all requirements and permitting to complete that work. Refer to Specification Section 01 00 01 Paragraph 1.02 B and 3.01.

15. Are the overhead power lines on the Peachtree St side of the tank high voltage and if so, will they be moved and/or de-energized prior to the start of work?

    The City does not own the power lines near the Project Site. The Contractor would be responsible to contact any utility owners that they determine need to be modified to complete the Work. Refer to Specification Section 01 00 01 Paragraph 1.07 B, C, and K.

16. What is the height of the tank to overflow elevation?

    The distance from the tank overflow elevation to the top of the column piers is approximately 155 feet. Refer to Specification Section 09 97 13 Paragraphs 1.02 N and O. Drawings are available for review during the bid period at the City of Cocoa Utilities Building during normal business hours.

17. Reference ITB 1.01 & 1.03. Section 1.01 states the tank can be offline from 1/1/2026 to 4/30/2026, section 1.03 states the NOI to award and city council approval is in 2/2026. Is there any possibility of moving these dates up to allow for maximum time to take advantage of the tank offline period?

    The anticipated project schedule is as published in the ITB. The City will attempt to expedite award of the project, however, the City makes no guarantee related to an expedited project schedule.

18. Reference ITB 1.03 and Technical Specifications 01 00 01-4 1.07 A. 4. ITB states 180 days for substantial completion. The spec section states the work must be substantially complete by 4/30 of the same year the tank is taken offline but the tank can't be offline before 1/1. Please clarify.

    The Project Completion Time specified in the ITB Section 1.03 is correct. Specification Section 01 00 01 Paragraph 1.07 A refers to substantial completion of Work which requires the elevated water storage tank to be taken offline. Work that requires the elevated water storage tank to be taken offline must be completed by the date specified. All project Work, including Work that does not require the elevated water storage tank to be offline, must be completed within the Project Completion Time specified in the ITB.

Refer to Item V in this addendum regarding changes to the constraint specified in Section 01 00 01 Paragraph 1.07 A.

19. Reference Specification 09 97 13-3 1.02 H. Which ladder is this referring to?

    Specification Section 09 97 13 Paragraph 1.02 H is referring to the exterior ladder which is further detailed in Specification Section 09 97 13 Paragraph 2.08.

20. Reference Specification 09 97 13-3 1.02 O. Can we get a copy of the tank drawings?

    Drawings are available for review during the bid period at the City of Cocoa Utilities Building during normal business hours. Refer to Specification Section 09 97 13 Paragraphs 1.02 N and O.

21. Reference Specification 09 97 13-21 3.06 A. Is a zinc prime coat acceptable in lieu of epoxy?

    Refer to Item XX in this addendum for revised interior tank coating system.

22. Reference Specification 09 97 13-23 3.06 D. Is there a minimum DFT for each coat of the acrylic latex for the concrete?

    No. The coating is as specified in Specification Section 09 97 13 Paragraph 3.06 D. This is a typical way to specify this type of coating.

23. Reference Specification 09 97 13-12 2.08 C. 4. Is a detail available for the rest platform?

    No. Refer to Specification Section 09 97 13 Paragraph 2.08 B. The Contractor shall design the ladder system and provide drawings and calculations signed and sealed by a P.E. registered in the State of Florida.

24. Are there any heavy metals present in the existing coatings?

    The existing coatings are not known to contain heavy metals.

25. Are there any restrictions on working hours?

    The Contractor can complete the Work Monday through Friday between 7 am to 5 pm.

26. Have the 3rd party vendors been made aware of the proposed scope of work?

    No. Refer to Specification Section 01 00 01 Paragraph 1.07 K and Specification Section 09 97 13 Paragraph 1.02 E. The Contractor is responsible for equipment on the elevated

water tank including, but not limited to, identification, coordination, protection, removal, and reinstallation according to the requirements of the owner.

27. Will the City of Cocoa be coordinating this scope of work with the 3rd party vendors? If not please provide contact information for the 3rd party vendors who have equipment on the elevated water tower.

    No. The selected Contractor will be provided the contact information for these parties. Refer to Specification Section 01 00 01 Paragraph 1.07 K and Specification Section 09 97 13 Paragraph 1.02 E. The Contractor is responsible for equipment on the elevated water tank including, but not limited to, identification, coordination, protection, removal, and reinstallation according to the requirements of the owner.

28. New ladder systems are required in the scope of work, in order to accurately design, price and install as built drawings will be required for this activity, are existing as built drawings available for distribution?

    Drawings are available for review during the bid period at the City of Cocoa Utilities Building during normal business hours. Refer to Specification Section 09 97 13 Paragraphs 1.02 N and O.

29. Will the new ladder system require any concrete foundations?

    Refer to Specification Section 09 97 13 Paragraph 2.08 B. The Contractor shall design the ladder system and provide drawings and calculations signed and sealed by a P.E. registered in the State of Florida.

30. Will a City of Cocoa bldg. permit be required? If yes, will this be a pass through cost?

    A City of Cocoa building permit is not anticipated to be required. Refer to Specification Section 01 00 01 Paragraph 1.08 A. The Contractor is required to obtain all permits required to complete the work. Refer to ITB Item 4.28. The Contractor is required to pay for all fees associated with obtaining any required permits and those costs should be included under Bid Pay Item #1.

31. Is the tank known to contain lead?

    The existing coatings are not known to contain lead.

32. Can you provide information on the existing interior coatings?

    No information is available on the existing interior coatings.

33. Where at the site will we have access to water while performing the project? Will there be a charge?

    Refer to Specification Section 01 00 01 Paragraph 1.08 for requirements associated with temporary facilities and utilities including water.

34. It is our understanding that there are antennas under the belly of the tank that must remain operational. Can you provide information on how many and what types of antennas there are?

    Refer to Specification Section 01 00 01 Paragraph 1.07 K and Specification Section 09 97 13 Paragraph 1.02 E. The Contractor is responsible for equipment on the elevated water tank including, but not limited to, identification, coordination, protection, removal, and reinstallation according to the requirements of the owner.

35. Please confirm that a logo is not a part of the scope of work for this project.

    Refer to Items III and IV of this addendum.

36. How tall is the tank?

    The distance from the tank overflow elevation to the top of the column piers is approximately 155 feet. Refer to Specification Section 09 97 13 Paragraphs 1.02 N and O. Drawings are available for review during the bid period at the City of Cocoa Utilities Building during normal business hours.

37. Is this a wage rate project?

    The project is not federally funded and does not require meeting federal wage rate requirements.

38. Will full containment be required, or will the owner allow no containment / overcoat containment only on the exterior?

    Refer to Specification Section 09 97 13 Paragraphs 3.02 and 3.03. The Contractor shall provide containment systems as necessary to protect all property and surfaces adjacent or downwind of the Work area from fugitive blast emissions, overspray or other activities required to complete the Work.

39. Will SSPC-SP10 blast cleaning be required on exterior rusted areas, or will a lesser commercial blast or power-tool cleaning be accepted?

    Refer to Item XXI in this addendum for revised exterior tank coating system and surface preparation.

40. What are the allowable work hours and days (including weekends/nights)?

    The Contractor can complete the Work Monday through Friday between 7 am to 5 pm.

41. Has a third-party coating inspector been assigned? If so, please identify the firm/individual.

    No. The Contractor is responsible for completing the inspection services required by the Contract Documents.

42. We are licensed in the State of Florida as a Certified Specialty Contractor (Tower Specialty Contractor) and can provide extensive reference lists. Will this be acceptable in lieu of a General Contractor License?

    Qualified bidders must be licensed in the state of Florida as a General Contractor. Refer to the Invitation To Bid (ITB) Paragraph 1.02.

43. 1 or 2 year warranty?

    Refer to Specification Section 09 97 13 Paragraph 1.07 for requirements associated with the project warranty.

44. Is dehumidification required or is ventilation with fans acceptable for interior work? Typically, 45,000 cfm dust collector is used, and environmental conditions are recorded daily during interior blasting and painting activities adhering to paint manufacturer's recommendations.

    Refer to Specification Section 09 97 13 Paragraph 3.03 for requirements associated with environmental controls.

45. Exterior spot repair or full removal?

    Refer to Item XXI in this addendum for revised exterior tank coating system.

46. Is scaffold (rigid) containment the intent for this project?

    Refer to Specification Section 09 97 13 Paragraphs 3.02 and 3.03. The Contractor shall provide containment systems as necessary to protect all property and surfaces adjacent or downwind of the Work area from fugitive blast emissions, overspray or other activities required to complete the Work.

47. The use of a flexible containment system will give the ability to raise and lower at a moments notice but requires inside and outside to be completed at the same time. 150 days is a more realistic timeline.

Refer to Specification Section 09 97 13 Paragraphs 3.02 and 3.03. The Contractor shall provide containment systems as necessary to protect all property and surfaces adjacent or downwind of the Work area from fugitive blast emissions, overspray or other activities required to complete the Work. The Project Completion time is as specified in the ITB.

48. Will additional time be granted for wind/weather delays?

    Time extensions will be reviewed upon request per the requirements of the Contract Documents.

49. Is this a typo: Applicator qualification to be Nace Level 3?

    Refer to Item VII in this addendum. The Contractor is required to either employ or hire a NACE / AMPP Certified Coating Inspector Level 3 to complete the coating inspection services required per the Contract.

50. Is Nace Level 2 an acceptable inspector employed by the company?

    Refer to Item VII in this addendum and Specification Section 09 97 13 Paragraph 1.05 A.4. The Coating Inspector shall be a NACE / AMPP Certified Coating Inspector Level 3.

51. Are hold point inspections acceptable?

    Inspection services shall be completed as specified in the Contract Documents.

52. Galvanized ladder/platforms or same protective coating system as tank and structure? Cage required?

    Refer to Specification Section 09 97 13 Paragraph 3.06. The Contractor shall apply System No. 5 Exposed Metal to the ladder as specified. The Contractor shall apply System No. 10 Galvanized Metal Conditioning, followed by System No. 5 for galvanized metal surfaces.

53. 90 days to complete interior work?

    Refer to Item V in this addendum for revised Work constraints.

54. Existing vent should be replaced and does not meet current standards requiring screen to be shielded from wind driven contaminants entering the tank.

    Replace vent screen as specified in the Contract Documents in Specification Section 09 97 13 1.02.

55. Will we have access to 110v power and water?

Refer to Specification Section 01 00 01 Paragraph 1.08 for requirements associated with temporary facilities and utilities including power and water.

56. Can we work Monday-Sunday? Hours?

The Contractor can complete the Work Monday through Friday between 7 am to 5 pm.

All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale, Purchasing Manger
City of Cocoa

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions-REVISED

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Elevated Storage Tank Rehabilitation as per plans and specifications:

Pay Item	Description	Unit	Est. QTY	Total Price
1	Mobilization and Demobilization*	LS	1	$
2	Site Restoration - To include all restoration of the site to pre-work condition.	LS	1	$
3	Rehabilitation of all interior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13.	LS	1	$
4	Spot repair of exterior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13. **Paragraph 3.06, B. This item shall include all costs for complete repair of the entirety of the damaged surface area for all spot repairs.**	LS	1	$
5	Rehabilitation of tank concrete foundations and pipe saddles including surface preparation and coating in accordance with Specification Section 09 97 13.	LS	1	$

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

6	Replacement of the exterior tank ladder and tank vent screen in accordance with Specification Section 09 97 13.	LS	1	$
7	Replacement and repair of one of the three structural supports for the elevated storage tank interior overflow pipe in accordance with Specification Section 09 97 13.	LS	1	$
8	Disinfection of the elevated water storage tank after completion of rehabilitation work including filling, draining, and bacteriological sampling in accordance with Specification Section 09 97 13 3.09.	LS	1	$
9	Environmental controls in accordance with Specification Section 09 97 13 3.03.	LS	1	$
	TOTAL BID PRICE FOR PROJECT (Items 1-9)			$

BID ALTERNATE				
10	**Surface preparation, top coat of exposed exterior of the metal tank, and reapplication of the tower logo in accordance with Section 09 07 13 Paragraph 3.06, E (Addendum #1, Item XXII).**	**LS**	**1**	**$**

*Item consists of the mobilizing and demobilization operations for the project, including, but not limited to, those operations necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site, pre and post site photos and videos, and for the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits, insurance, indemnification, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. Project meetings, construction progress documentation, submittals, and all other requirements of Section 01 00 01 shall also be included in this item.

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

ITB B-26-01-COC

COCOA 1.5MG ELEVATED STORAGE TANK REHABILITATION

DECEMBER 30, 2025 @ 3:00PM

MASTER TABULATION SHEET

VENDOR	LUMP SUM BID AMOUNT
TankRehab.com LLC	$1,372,500.00
Razorback LLC	$1,688,000.00

Note: The Tabulation Sheet is used to document the screening of bid/proposal pricing, material and immaterial contents. Results of the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

RESPONSE COVER PAGE

COMPANY NAME	Tank Rehab.com LLC.
ADDRESS	2030 E. Adams St., Jacksonville FL 32202
PRIMARY CONTACT	Tom Donovan
TELEPHONE #	904-608-6149
EMAIL ADDRESS	tom@tankRehab.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
X	Original Submittal Package bound with binder clip
X	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
X	Attachment "A" Submittal Acknowledgement
X	Attachment "B" Addendum Acknowledgement
X	Attachment "C" Insurance Requirements
X	Attachment "D" Bid Security Bond
X	Attachment "E" Bid Price Schedule
	~~Attachment "F" Trench Safety (if required)~~
X	Attachment "G" Certificate of Non-Segregated Facilities
X	Attachment "H" Drug-Free Workplace
X	Attachment "I" Conflict of Interest and Non-Collusion
X	Attachment "J" Organizational Info
X	Attachment "K" Subcontractor Participation
X	Attachment "L" References
X	Attachment "M" Truth-in-Negotiations
X	Attachment "N" Solicitation Label affixed to envelope
X	Attachment "O" Scrutinized Companies
X	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	~~Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees~~
X	Attachment "R" Human Trafficking Affidavit
	Proof of Florida Registration (if required)
X	Professional License(s) (if required)
X	W9
X	Proof of Insurance
X	USB drive with electronic copy of submittal

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: Tank Rehab. com LLC. **FEIN:** 20-4239990

Address: 2030 E. Adams St., Jacksonville FL 32202

Telephone: 904-608-6149 **Email:** tom@tankrehab.com

[signature] 12-11-2025

Authorized Signature **Date**

Tom Donovan Manager

Name **Title**

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12-11-2025 (date) by Tom Donovan (name of officer or agent, title of officer or agent) of Tank Rehab. com LLC. (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced ID (type of identification) as identification.

[signature]
[Notary Seal] Notary Public

MARIA T LABITAN-INSIXIENGMAY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 624449
MY COMMISSION EXPIRES DEC. 29, 2028

Name typed, printed, or stamped
My Commission Expires: 12.29.2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 12-15-2025

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: Tank Rehab. on LCC.

Address: 2030 E. Adams St., Jacksonville FL 32202

Telephone: 904-608-6149 **Email:** tom@tankRehab.com

_____ 12-27-25

Authorized Signature **Date**

Tom Donovan MGR.

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Gary Stevens
AFFIANT SIGNATURE

GARY F STEVENS
Typed Name of AFFIANT

REPRESENTATIVE
Title

The foregoing instrument was executed before me this 30 day of December, 2025, by Gary F Stevens as Representative of Tank Rehab.com LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Florida Driver Licence as identification.

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

NOTARY PUBLIC
STATE OF Florida
MY COMMISSION EXPIRES: June 26, 2028

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Tankrehab.com, LLC** as Principal, hereinafter called the Principal, and **NGM Insurance Company** a corporation duly organized under the laws of the State of **FL** as Surety, hereinafter called the Surety, are held and bound unto **City of Cocoa, Florida**, as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars(**5%**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Cocoa 1.5MG Elevated Storage Tank Rehabilitation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 19th day of December, 2025

Tankrehab.com LLC

Emma Donovan
(Witness)

(Principal) *(Seal)*

(Title)

NGM Insurance Company

Tess Labitan *(Witness)*

(Surety) *(Seal)*

(Title)

Robert T. Theus Attorney in Fact

TankRehab.com, LLC LIMITED LIABILITY COMPANY 2006 FLORIDA

MAIN STREET AMERICA INSURANCE | Trusted Choice

POWER OF ATTORNEY 03132350

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Fitzhugh K Powell Jr, Benjamin Powell, Robert T Theus** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars ($5,000,000)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By: L. K. P.

Lauren K. Powell
Vice President, Corporate Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027

AARON BOCHNIAK NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 10th day of December, 2025.

Nathan Hoyt, Assistant Vice President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

* SEE ATTACHED BID BOND *

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "D" Bid Security Bond-USED

BOND NO: 03132350

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

_____

as Principal, and, _____

as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: Tank Rehab. com LLC. (Affix Contractor's Corporate Seal Above)

UNITED SURETY COMPANY 2006 FLORIDA

Mailing Address: 2030 E. Adams St., Jacksonville FL 32202

Telephone Number: 904-608-6149 Fax Number: — E-mail Address: tom@tankrehab.com

Authorized Signatory	Printed Name	Title	Date
	Tom Donovan	MGR	

* SEE ATTACHED BID BOND *

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions-REVISED

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Elevated Storage Tank Rehabilitation as per plans and specifications:

Pay Item	Description	Unit	Est. QTY	Total Price
1	Mobilization and Demobilization*	LS	1	$ 80,000.00
2	Site Restoration - To include all restoration of the site to pre-work condition.	LS	1	$ 10,000.00
3	Rehabilitation of all interior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13.	LS	1	$ 482,500.00
4	Spot repair of exterior metal surfaces of the elevated storage tank including surface preparation, repair, and coating in accordance with Specification Section 09 97 13. **Paragraph 3.06, B. This item shall include all costs for complete repair of the entirety of the damaged surface area for all spot repairs.**	LS	1	$ 487,500.00
5	Rehabilitation of tank concrete foundations and pipe saddles including surface preparation and coating in accordance with Specification Section 09 97 13.	LS	1	$ 25,000.00

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

6	Replacement of the exterior tank ladder and tank vent screen in accordance with Specification Section 09 97 13.	LS	1	$ 150,000.00
7	Replacement and repair of one of the three structural supports for the elevated storage tank interior overflow pipe in accordance with Specification Section 09 97 13.	LS	1	$ 5,000.00
8	Disinfection of the elevated water storage tank after completion of rehabilitation work including filling, draining, and bacteriological sampling in accordance with Specification Section 09 97 13 3.09.	LS	1	$ 7,500.00
9	Environmental controls in accordance with Specification Section 09 97 13 3.03.	LS	1	$ 125,000.00
	TOTAL BID PRICE FOR PROJECT (Items 1-9)			$ 1,372,500.00

	BID ALTERNATE			
10	**Surface preparation, top coat of exposed exterior of the metal tank, and reapplication of the tower logo in accordance with Section 09 07 13 Paragraph 3.06, E (Addendum #1, Item XXII).**	**LS**	**1**	**$ 1,120,000.00**

*Item consists of the mobilizing and demobilization operations for the project, including, but not limited to, those operations necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site, pre and post site photos and videos, and for the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits, insurance, indemnification, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. Project meetings, construction progress documentation, submittals, and all other requirements of Section 01 00 01 shall also be included in this item.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/30/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: TankRehab.com, LLC

Address: 2030 E. Adams St Jacksonville, FL 32202

Telephone: 904-608-6149 **Email:** Tom@tankrehab.com

FEIN: 20-423990

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Gary Stevens — **Authorized Signature**

12/30/2025 — **Date**

Gary Stevens — **Name**

Representative — **Title**

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was executed before me this 30 day of December, 2025, by Gary F Stevens as Representative of TankRehab.com LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Florida Drivers License as identification.

NOTARY PUBLIC Kurt William Jacobsen
STATE OF Florida
MY COMMISSION EXPIRES: June 26, 2028

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 585603
My comm. expires June 26, 2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

* N/A *

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
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TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

~~**Attachment "F" Trench Safety Certification**~~ – **Not USED**

(if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: TANK REHAB.COM, LLC

Address: 2030 E. ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6149 **Email:** TOM@tankrehab.com

Gary F Stevens — 12/30/2025

Authorized Signature — **Date**

GARY F STEVENS — REPRESENTATIVE

Name — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

NOTARY PUBLIC

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Gary L Steven

AFFIANT SIGNATURE

GARY F STEVENS

Typed Name of AFFIANT

REPRESENTATIVE

Title

NOTARY PUBLIC

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 30 day of December, 2025, by Gary F Stevens as Representative of Tankrehab.com LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Florida Drivers License as identification.

NOTARY PUBLIC, State of Florida

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565603
My comm. expires June 26, 2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by TANKREHAB.com, LLC [Name of entity submitting sworn statement] whose business address is 2030 E ADAMS ST JACKSONVILLE, FL 32202 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4239?0 of the individual signing this sworn statement: Gary Stevens.

My name is GARY F STEVENS and my relationship to the above entity is REPRESENTATIVE.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-26-01-COC for WATER TANK REFURBISHMENT Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

NOTARY PUBLIC

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Gary F Stevens
AUTHORIZED SIGNATURE

Gary F Stevens
Typed Name of AUTHORIZED SIGNATORY

Representative
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this 30 day of December, 2025 by Gary F Stevens as Representative of TankRehab.com LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Florida Drivers License as identification.

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 585803
My comm. expires June 26, 2028

Kurt William Jacobsen
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	FLORIDA				
Principal Place of Business (Enter Address)	2030 E. ADAMS ST, JACKSONVILLE, FL 32202				
Federal I.D Number	20-4239990				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: TANK REHAB.com, LLC

Address: 2030 E. ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6149 **Email:** Tom@tankrehab.com

Gary F Stevens — 12/30/2025

Authorized Signature — **Date**

Gary F Stevens — REPRESENTATIVE

Name — **Title**

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

	Finance Department **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Total Project Amount: $	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: TANKREHAB.COM, LLC

Address: 2032 E ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6149 **Email:** Tom@tankrehab.com

Gary F Stevens — 12/30/2025

Authorized Signature — **Date**

GARY F STEVENS — REPRESENTATIVE

Name — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞**Failure to submit this form may be grounds for disqualification of your submittal.**

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:

Project Name: THE VILLAGES, OB HILLS COOKS ELEVATED RENOVATION

Type of Project/Service: SPOT REPAIR, EXTERIOR, FULL INTERIOR RENOVATION TO INCLUDE STRUCTURAL REPAIRS

Address: 984 OLD MILL RUN, THE VILLAGES, FL 32162

Contracting Agency/Client: THE VILLAGES

Contact Name and Phone #: RENEE SMITH 352-753-4747

Contact Email Address and Fax #: renee.smith@vicuswater.com

Contract Amount: $226,738.00 | Start Date: 1/2025 | End Date: 2/2025

Project #2:

Project Name: DEERFIELD BEACH 1.5MG ELEVATED RENOVATION

Type of Project/Service: FULL INTERIOR AND EXTERIOR RENOVATION TO INCLUDE STRUCTURAL REPAIRS

Address: 150 NE 2ND AVE., DEERFIELD BEACH, FL 33441

Contracting Agency/Client: DEERFIELD BEACH

Contact Name and Phone #: JOSHUA NIEMANN

Contact Email Address and Fax #: jniemann@deerfield-beach.com 954-540-0447

Contract Amount: $893,000.00 | Start Date: 3/2021 | End Date: 6/2021

Project #3:

Project Name: SOUTHERN POWER, 1MG RENOVATION

Type of Project/Service: FULL INTERIOR AND SPOT EXTERIOR RENOVATION

Address: PLANT FRANKLIN, 530 LEE RD 330, SMITH STATION, AL 36877

Contracting Agency/Client: SOUTHERN POWER

Contact Name and Phone #: MATT GREEN

Contact Email Address and Fax #: mmgreen@southernco.com 334-207-0809

Contract Amount: $288,000.00 | Start Date: 12/2020 | End Date: 1/2021

* PLEASE REVIEW ATTACHMENTS *

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

TANKREHAB LLC. CURRENT WATER TOWER MAINTENANCE PROJECTS

Owner and Project Name	Owner's Contact Person	Design Engineer	Description of Firm's Work and Date Completed	As Prime or Sub-Contractor	Percent Complete	Cost of Work by your Firm
City of Lake Wales	Holly Britt 201 W Central Ave 863-678-4182	NONE	7 Year Maintenance 5 Tanks	Prime	100%	$990,000.00
City of Jax Beach	Ryan Deeney COJB 904-247-6170	NONE	10 Year Maintenance Multiple Tanks	Prime	50%	$650,000.00
Town of Yankeetown	Town Clerk 6241 Harmony Ln 352-447-2511	NONE	10 Year Maintenance 100 EWT	Prime	70%	$100,000.00
City of Dallas	Brandon Rakestraw 320 E Foster Ave 770-443-8110	NONE	15 Year Maintenance 500K EWT	Prime	50%	$300,000.00
The Villages Florida	Renee Smith 1038 Lake Sumter Landing The Villages, FL 32162 352-753-4747	VIKUS	10 Year Maintenance 5 Tanks 500KG-600KG EWT	Prime	50%	$1,500,000.00
City of Deerfield Beach	Allen Falthi 200 Goolsby Blvd. Deerfield Beach FL 33442 954-420-5521	SAME	1MG HP	Prime	100%	$893,000.00
CCUA	BRYAN NALL 904-547-1370	SAME	40+ TANKS PRESSURE/GST	Prime	30%	TBD

TANKREHAB LLC. PREVIOUS EXPERIENCE (OTHERS AVAILABLE UPON REQUEST)

Owner and Project Name	Owner's Contact Person	Design Engineer	Description of Firm's Work and Date Completed	As Prime or Sub-Contractor	Cost of Work by your Firm
City of Stuart, FL	Dave Peters 127 SW Flagler Ave 772-288-1292	Kinly Horn 561-840-0258	250K EWT Blast and Paint, Structural Repairs 2017	Prime	$285,500.00
City of Douglasville, GA "McCoy Tank"	Scott Wilder 8763 Hospital Dr 770-920-3895	Kris Macon KREBS 205-987-7411	2MG Hydropillar Blast and Paint 2017	Prime	$985,000.00
Lantana, FL	Bob Schector 954-933-7915	NONE	100K EWT Blast and Paint Structural Repairs	Prime	$241,900.00
West Tampa, FL	James King, P.E. 3808 E. 26 Ave 813-781-7027	NONE	2MG EWT Blast and Paint Structural Repairs	Prime	$550,000.00
O'Neal Tank	Troy Terry troy@engineersofthesouth.com	SAME	2MG EWT Blast and Paint	Prime	$490,000.00
City of Cleveland, GA	Robert Simmons, P.E. Rindt-McDuff Associates (770) 531-5109	SAME	250K EWT Blast and Paint 2018	Prime	$208,500.00
JEA	David King kinggd@jea.com 777 E. Church St. Jacksonville Fl. 32202	SAME	1.2MG GST Blast and Paint 2023	Prime	$225,000.00
Southern Power	Multiple Plants Christopher Alexander cdalexan@southernco.com Birmingham, AL 35283	SAME	400KG-3MG GST Blast and Paint 2015-2023	Prime	$1mil+

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: TANK REHAB.com, LLC

Address: 2030 E ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6148 **Email:** tom@tankrehab.com

	12-11-25
Authorized Signature	**Date**
Tom Donovan	MGR.
Name	**Title**

STATE OF FL
COUNTY OF Duval

The foregoing instrument was executed before me this 11 day of December, 2025, by Tom Donovan as MGR. of Tank Rehab.com LLC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MARIA T LABITAN-INSIXIENGMAY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 624449
MY COMMISSION EXPIRES DEC. 29, 2028

NOTARY PUBLIC, State of 12.29.28

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "N" Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package. ✂----------

---

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-01-COC**

TITLE: **Dyal 1.5 MG Elevated Storage Tank Rehabilitation**

SOLICITATION DUE DATE: 12/19/25 TIME: 3:00pm Local Time

FROM: TANKREHAB.COM LLC CGC 1511024

2030 E. ADAMS ST

JACKSONVILLE, FL 32202

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	Finance Department **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: TANKREHAB.COM, LLC

Address: 2030 E ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6149 **Email:** TOM@TANKREHAB.COM

Gary F Stevens — 12/30/2025

Authorized Signature — **Date**

GARY F STEVENS — REPRESENTATIVE

Name — **Title**

KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

Attachment "P" Verify Contractor Affidavit

I hereby certify that Tank Rehab. an LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: Tom Donovan
Date: 12-27-2025

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12-11-2025 (date) by Tom Donovan (name of officer or agent, title of officer or agent) of Tank Rehab. an LLC. (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: 12.29.2028

MARIA T LABITAN-INSIXIENGMAY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 624449
MY COMMISSION EXPIRES DEC. 29, 2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☛Failure to submit this form may be grounds for disqualification of your submittal☚

An official website of the United States government Here's how you know

E-Verify

Thomas Donovan

Dashboard

User Profile

Edit

Name	Email Address	Phone Number
Thomas J. Donovan	tom@tankrehab.com	(904) 608-6149

1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

+ Link User Account

User ID	Status	User Role	Company	Actions
TDON8922	ACTIVE	Program Administrator	TankRehab.com, LLC	Access

Rows Per Page 10

1

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Accessibility Plug-ins Site Map

* N/A *

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

~~Attachment "Q" Federally Required Contract Clauses~~

~~for FEMA Grantees and Subgrantees~~ – Not Used

~~1. *Equal Employment Opportunity*~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.

By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.

Company Name: TANKREHAB.com, LLC

Address: 2030 E ADAMS ST, JACKSONVILLE, FL 32202

Telephone: 904-608-6149 **Email:** Tom@tankrehab.com

Authorized Signature	**Date**
GARY F STEVENS	REPRESENTATIVE
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-01-COC**
	INVITATION TO BID (ITB)	**Due Date:** **12/19/2025**

TITLE: Cocoa 1.5MG Elevated Storage Tank Rehabilitation

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as REPRESENTATIVE (Role) of TANKREHAB.com, LLC (Company).
3. TANKREHAB.com, LLC (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Gary F Stevens (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

TANKREHAB.com, LLC
NAME OF BUSINESS ENTITY

Gary F Stevens
SIGNATURE

Gary F Stevens, REPRESENTATIVE
TYPE NAME AND TITLE

NOTARY PUBLIC
KURT WILLIAM JACOBSEN
Notary Public, State of Florida
Commission# HH 565803
My comm. expires June 26, 2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DONOVAN, THOMAS JAMES

TANKREHAB.COM LLC
2030 E. ADAMS
JACKSONVILLE FL 32202

LICENSE NUMBER: CGC1511024

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/04/2024

Do not alter this document in any form.

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TANKREHAB.COM LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2030 E. ADAMS ST.

Requester's name and address (optional)

6 City, state, and ZIP code

JACKSONVILLE FLORIDA 32202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	4	2	3	9	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 8-14-2020

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FLORIDA PROTECTIVE COATINGS SERVICES, INC.
Independent Representative of Tnemec Company, Inc.
13701 Southwest 24th Street Davie, FL 33325 TEL: 407-322-1243 www.tnemec.com/fpcs

May 8th 2024

Applicator Letter of Reference

To Whom it may concern,

It is my pleasure to provide this letter of reference for Tank Rehab.

Tank Rehab has an enduring and reputable history in the protective coatings industry. Owner Tom Donovan is well known and respected by his peers and is frequently relied upon to consult on challenging projects. Tom and his team of tenured staff are knowledgeable, trained, and experienced applicators who are well qualified to apply Tnemec Protective Coatings.

Tank Rehab has a well-documented history of providing his customers with excellent service and successfully completing all manner of protective coating projects with Tnemec.

If additional information or discussion is required, please contact me.

Respectfully and Sincerely

Barry Passeser

Barry Passeser
Coating Consultant
NACE Certified Coating Inspector, Level 3, Cert. 7290
Tnemec | Florida Protective Coatings Central Florida
Cell: 386-689-3083
Email: bpasseser@tnemec.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2025

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

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

PRODUCER	CONTACT NAME: Vincent B. Ellinor, CRIS	
Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722
	E-MAIL ADDRESS: VEllinor@cwpowellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Ins Co	24112
INSURED	INSURER B : American Interstate Ins	31895
TankRehab.com, LLC 2030 E. Adams Street Jacksonville, FL 32202	INSURER C : Certain Underwriters at Lloyds, London	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CWP3423321	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CWP3423321	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CWP3423321	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3350072025	2/27/2025	2/27/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			CPLI00514001	8/15/2025	8/15/2026	Pollution Liability	1,000,000

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

CERTIFICATE HOLDER

Evidence of Existing Insurance Only
TankRehab.com LLC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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TANKREHAB.com

Professional Tank Services

December 30, 2025

Signatory Authorization

Gary Stevens is authorized signatory for the company "TankRehab.com, LLC."

Tom Donovan
MGR./Owner

2030 E. Adams St.
Jacksonville, Florida 32202

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Utilities	*Division:* Engineering	*Project #:* DYET22
Solicitation Details		
Bid / RFP / RFQ #: B-26-01-COC	*Title:* Cocoa 1.5MG Elevated Storage Tank Rehabilitation	
Vendor Information		
Awarded To: Tank Rehab.com LLC		*Contract Amount:* $1,372,500.00
Description of Work: The Contractor will provide all materials and labor necessary to perform the scope of work which includes surface preparation, corrosion repair, and coating of metal surfaces of the 1.5 MG Elevated Water Storage Tank. The Contractor scope of work also includes rehabilitation of tank equipment such as vents, ladders, and structural supports.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* January 28, 2026	*Signature:* Brian Dale Digitally signed by Brian Dale Date: 2026.01.28 09:40:53 -05'00'

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

RESOLUTION NO. 2026-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE ELEVATED TOWER REPAIRS PROJECT DYET22 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 10, 2026, the City Council authorized the City Manager to proceed with the Elevated Tower Repair Project DYET22, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Elevated Tower Repair Project DYET22, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $1,509,750 budgeted by the City Council for the project inclusive of the Ten Percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 10, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026- 047-PT

SELECT ADJUSTMENT TYPE: Project Transfer

REQUESTING DEPARTMENT #: 4055 DATE PREPARED: 1/22/26

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 767,793)	424-4055-536.63-00	WS1201	Water Sewer / Infrastructure			($ 767,793)	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
($ 767,793)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 767,793	424-4055-536.63-00	DYET22	Water Sewer / Infrastructure			$ 767,793	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 767,793	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer a portion of the budgeted amount from project WS1201 to project DYET22 for Jacobs TO 2026-60 and the contractor bid award.
Agenda# 2026-065

City Council Approval Needed? *Yes.* ○ *No.* ◉ *DATE APPROVED:* _____ *RESOLUTION #:* 2026-011

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Katherine Ennis Digitally signed by Katherine Ennis Date: 2026.01.26 08:09:06 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2026.01.29 08:24:05 -05'00'
Finance Approval Signature

Finance Director's Signature

Katherine Ennis Digitally signed by Katherine Ennis Date: 2026.01.26 08:09:24 -05'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH Date: 2026.02.04 15:13:39 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

CITY COUNCIL AGENDA ITEM

Memo Date:	January 26, 2026
Agenda Date:	February 10, 2026
File ID:	2026-66
Prepared By:	John Perrin, Senior Engineer
Through:	John Walsh, Utilities Director
Requested Action:	Approve BAF #26-045-T utilizing Water/Sewer Contingency budget to provide funding for Engineering Services from Carollo Engineers, Inc. for Operational Support at Sellers Water Reclamation Facility.

BACKGROUND:

The scope of work requested under Task Order 2026-19 will allow Carollo Engineers, Inc., under RFQ Q-23-13-COC, to perform as-needed engineering services for the Sellers Water Reclamation Facility (WRF) for maintenance, reliability, and operational support. Services may include facility condition assessments and asset management support; evaluation and optimization of treatment processes and supporting infrastructure; data collection, analysis, and performance review; engineering studies and evaluations; minor design and permitting services for maintenance, repair, and improvement projects; review of bidding and procurement documentation; inspection and oversight services; and other related engineering services.

The need for this service was not known at the time of the approval of the FY 2026 budget. However, additional funding is required for items at the WRF, such as Advanced Wastewater Treatment data analyses, pump testing for warranty compliance, and recoating inspections.

This agenda item requests approval for a budget resolution to the FY 2026 budget. The accompanying task order is under the approval limits of the City Manager and does not require Council approval. Staff recommends approval of this agenda item and BAF #26-045-T in order to help support safe, reliable, and compliant operation of the facility.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds
Account Number 421-4010-536.39-00 Amount ($59,400)
Account Name: Contingency

Account Number 421-4120-536.31-03 Amount $59,400
Account Name: Engineering Services

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approve BAF #26-045-T utilizing Water/Sewer Contingency budget to provide funding for Engineering Services from Carollo Engineers, Inc. for Operational Support at Sellers Water Reclamation Facility.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/4/2026 6/20/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472612 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19747317 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N / A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2025	7/4/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $3,000,000; AGGREGATE: $3,000,000	

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

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19747317
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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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General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: $10,000. Professional Liability Deductible: $50,000. Thirty (30) days’ notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days’ notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of July 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Task Proposal, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost

breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

2.6 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Worker's Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City

pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0 Default; (b) Engineer fails to comply with any condition or provision of this Agreement; (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement; or (d) Engineer makes a general assignment for the benefit of its creditors, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agencyprovided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Elisabetta Natale
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone

(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

38.0 E-VERIFY

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:	**ENGINEER:**
CITY OF COCOA	**CAROLLO ENGINEERS, INC.**

By: _____
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:

By: _____ for
Carie Shealy, City Clerk

SEAL
CITY OF COCOA
FLORIDA

By: _____
Infrastructure Design Manager/
Print Name/Title: Vice President

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

TASK ORDER NO. 2026-19

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above-named parties dated the 31st day of July 2023, in connection with: FY26 Jerry Sellers WRF As-Needed Operational Support (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc. (ENGINEER) to provide ongoing, as-needed professional engineering services focused on maintenance, reliability, and operational support for the Jerry Sellers Water Reclamation Facility (WRF). Services may include facility condition assessments and asset management support; evaluation and optimization of treatment processes and supporting infrastructure; data collection, analysis, and performance review; engineering studies and evaluations; minor design and permitting services for maintenance, repair, and improvement projects; review of bidding and procurement documentation; inspection and oversight services; and other related engineering services as required to support safe, reliable, and compliant operation of the facility.
The OWNER will outline specific tasks to be undertaken by ENGINEER as needed.

B. SCOPE OF WORK

Task 1 – Technical Support and Review

Task 1.1 – Project Management and Coordination

The ENGINEER's project manager will administer invoicing and manage progress payments, and provide the CITY with monthly progress reports that identify work performed during the month. These reports will be delivered as part of the monthly progress payment request. The ENGINEER will coordinate with the OWNER as deemed necessary to manage and implement the services herein.

Task 1.2 – Technical Support

The ENGINEER shall provide on-going, as-needed operational and technical assistance to support the City's operation of the Jerry Sellers WRF. Services may include, but are not limited to, the following:

- **Process Mechanical Systems Support**: Provide technical review and guidance related to existing and proposed process mechanical systems at the Sellers WRF, including:

    - Attendance at Internal Recycle Pump Station recurring warranty inspections and review of vibration, noise, and temperature data to confirm compliance with contract specifications. Provide recommendations and support for corrective actions if deviations from normal operating ranges are identified.

    - Support for headworks recoating efforts, including review of the contractor's work plan and associated submittals, and attendance at meetings at the City's request.

- **Operational and Process Optimization Support:** Provide technical guidance to address process and operational challenges and assist City staff in achieving nutrient removal objectives at various stages of treatment, including compliance with Advanced Wastewater Treatment (AWT) effluent limits**.**

- **Site Support and Data Review:** Conduct site visits, perform data collection, and review operational and performance data as needed.

- **Process Assessments and Investigations:** Perform plant process evaluations, troubleshooting, and investigative services to support operational performance and reliability.

- **Limited Inspection Services:** Provide limited inspection services for minor projects at the Jerry Sellers WRF.

- **Minor Permitting Support:** Provide assistance with minor permitting activities, as requested by the City.

C. SCHEDULE

A schedule for each assignment will be developed by the OWNER and the ENGINEER upon agreement of the goals, objectives, and scope.

D. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the Billing Rates provided in Attachment A of the Master Services Agreement, herein included for reference as Attachment 2.
Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above.
The Upper Limit of this Task Order shall be $59,400.00 based on the estimate provided in Exhibit 1 of Attachment 1.

E. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

F. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

G. EFFECTIVE DATE

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

By:
Elisabetta Natale, P.E.,
Associate Vice President

By:
Scott Richards, P.E.,
Vice President

OWNER

By:
Stockton Whitten,
City Manager

ATTACHMENT 1

EXHIBIT 1 – CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee Sellers WRF As-Needed Operational Support Operational Support Services		Project Professional ES V	Project Professional ES VI	Construction Manager	Senior Professional ES VIII	Principal Professional ES IX	Total Hours	Total Labor Cost (Not-to-Exceed)
	Labor Rate	$ 195.00	$ 220.00	$ 215.00	$ 275.00	$ 295.00		
TASK	TASK DESCRIPTION							
1	TECHNICAL SUPPORT AND REVIEW							
1.1	Project Management and Coordination				12		12	$3,300
1.2	Technical Support	40	50	40	40	60	230	$56,100
	Total Project Hours	40	50	40	52	60	242	
	Total Labor Costs (CAROLLO ENGINEERS INC.)	**$ 7,800.00**	**$ 11,000.00**	**$ 8,600.00**	**$ 14,300.00**	**$ 17,700.00**	**484**	**$ 59,400.00**
	TOTAL NOT-TO-EXCEED FEE							**$ 59,400.00**

ATTACHMENT 2

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

23-13-COC

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems	2026-19
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 01/26/26 City Bid Number: RFQ 23-13-COC AMOUNT: $ 59,400.00

Vendor Name: Carollo Engineers, Inc Quote/Proposal Number: 2026-19

Dept. Number/Division Name: Utilities/Engineering

Project Name: Sellers Operational Support Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Carollo will provide on going, as-needed engineering services for items such as maintenance, reliability, and operational support at the Sellers WRF. Services may include facility condition assessments, asset management support, evaluation and optimization of treatment processes, data collection and analysis, inspection services, and other related engineering services.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

John Perrin Digitally signed by John Perrin Date: 2026.01.27 14:50:30 -05'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2026.01.27 17:44:24 -05'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-19

Council Approval Required: ☐ YES ☑ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2026.01.28 10:14:33 -05'00'

Purchasing & Contracts Division Manager

Stockton Whitten Digitally signed by Stockton Whitten Date: 2026.02.02 11:38:37 -05'00'

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa Budget Adjustment Form FY2026- 045-T

Select Adjustment Type: Budget Transfer | Requesting Department #: Utilities/4055 | Date Prepared: 1/26/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 59,400	421-4010-536.39-00	WATER SEWER / CONTINGENCY		$ 59,400	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 59,400	**Total**				

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 59,400	421-4120-536.31-03	PROFESSIONAL SERVICES / ENGINEERING SERVICES		$ 59,400	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 59,400	**Total**				

Reason/Justification for Adjustment:

To fund Carollo Engineers, Inc. to perform as-needed operational support to Sellers WRF. The need for this service was not known at the time of the approval of the FY 2026 budget. However, additional needs have occurred at the WRF, such as Advanced Wastewater Treatment data analyses, pump testing for warranty compliance, and recoating inspections.
2/10/2026 Agenda ID# 2026-66

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

John Perrin — Digitally signed by John Perrin Date: 2026.01.27 11:05:16 -05'00'	Zoie Badalov — Digitally signed by Zoie Badalov Date: 2026.01.28 08:42:08 -05'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2026.01.27 11:30:45 -05'00'	Lora Howell — Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH Date: 2026.02.05 14:14:58 -05'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	January 28, 2026
Agenda Date:	February 10, 2026
File ID:	2026-69
Prepared By:	Jennifer Justiniano
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Approve a Resolution Amending the FY26 Budget, BAF 26-048-A, to cover expenses for the two (2) new Building Code Enforcement Officers for $11,500 using Building Fund 107 Fund Balance Reserves.

BACKGROUND:

In FY2026, two new Code Enforcement Officers were hired within the Building Code Enforcement Division to monitor and assess Building Code violations throughout the City. As required by the State of Florida, these employees must obtain State Certification as Code Enforcement Officers. In addition, each employee requires City-issued uniforms, cellular phones, and vehicle maintenance for their assigned City vehicles, along with any other necessary expenses related to their Building Code Enforcement duties. No funds were budgeted in FY2026 to cover these required expenses. Therefore, a budget amendment is necessary to accommodate the associated costs.

Staff requests approval of Budget Amendment Form (BAF) 26-048-A in the amount of $11,500.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
107-0000-389.99-50	$11,500
107-3232-524.40-00	$2,500
107-3232-524.41-00	$2,000
107-3232-524.42-00	$2,000
107-3232-524.46-03	$1,000
107-3232-524.52-02	$1,000

107-3232-524.52-30	$1,000
107-3232-524.54-00	$500
107-3232-524.55-00	$1,500

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve a Resolution Amending the FY26 Budget, BAF 26-048-A, to cover expenses for the two (2) new Building Code Enforcement Officers for $11,500 using Building Fund 107 Fund Balance Reserves.

RESOLUTION NO. 2026-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; 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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of February 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026-

Select Adjustment Type: Budget Amendment | Requesting Department #: 107-3232 | Date Prepared: 1/28/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 11,500	107-0000-389.99-50	FUND BAL-APPROP. RESERVES		$ 11,500	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 11,500	**Total**				

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 2,500	107-3232-524.40-00	TRAVEL & PER DIEM		$ 2,500	
$ 2,000	107-3232-524.41-00	COMMUNICATION		$ 2,000	
$ 2,000	107-3232-524.42-00	POSTAGE & FREIGHT		$ 2,000	
$ 1,000	107-3232-524.46-03	REPAIR/MAINT-VEHICLES		$ 1,000	
$ 1,000	107-3232-524.52-02	UNIFORMS-PURCHASED		$ 1,000	
$ 1,000	107-3232-524.52-30	FUEL OIL & LUBRICANTS		$ 1,000	
$ 500	107-3232-524.54-00	MEMBERSHIP/PUBLICATIONS		$ 500	
$ 1,500	107-3232-524.55-00	TRAINING		$ 1,500	
				$ 0	
$ 11,500	**Total**				

Reason/Justification for Adjustment:

Amendment necessary to cover expenses for the two (2) new Building Code Enforcement Officers. To be presented as City Council on February 10, 2026. Agenda 2026-69.

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-012

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Jennifer Justiniano — Digitally signed by Jennifer Justiniano Date: 2026.01.28 15:44:22 -05'00'	Zoie Badalov — Digitally signed by Zoie Badalov Date: 2026.01.29 08:51:14 -05'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2026.01.29 08:20:00 -05'00'	Lora Howell — Digitally signed by Lora Howell Date: 2026.02.02 11:16:30 -05'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	January 16, 2026
Agenda Date:	February 10, 2026
File ID:	2026-31
Prepared By:	Mitchell Lawyer, Systems and Support Manager
Through:	Mitchell Lawyer, Systems and Support Manager
Requested Action:	Approve a multi-year renewal for VMware Cloud Foundation software licensing in the amount of **$162,573.12 per year for three (3) years** under Sourcewell Contract 121923 with CDW-G, Inc. as well as approve BAF 26-044-T for this year's costs. Authorize the City Manager to execute the renewal and approve future licensing adjustments within the City Manager's purchasing authority and subject to funding availability.

BACKGROUND:

The City utilizes VMware virtualization software to operate and maintain the City's virtual server infrastructure environment. This environment supports a wide range of critical City systems and services by allowing multiple server workloads to run efficiently on shared physical infrastructure. The VMware licensing covered under this renewal includes the software and support necessary to maintain the City's virtualization hosts.

The City has historically renewed VMware licensing on an annual basis through CDW-G, Inc. However, due to recent changes in VMware licensing and support requirements following Broadcom's acquisition of VMware, the licensing model has undergone a mandatory industry-wide shift. Previously, the City was licensed based on the number of physical servers (352 units). Under the new "Cloud Foundation" model, the City is now required to license based on individual processor cores, totaling **608 cores**. Additionally, Broadcom has discontinued perpetual licenses, requiring a transition to a subscription-based model and a multi-year commitment.

City staff has worked with CDW-G to obtain pricing and finalize renewal documentation prior to the current licensing term expiration to ensure continuity of coverage, vendor support, and system stability. This subscription renewal under **Sourcewell Contract #121923** provides coverage for a 36-month term with an annual cost of **$162,573.12** for Fiscal Years 2026, 2027, and 2028, resulting in a total three-year contract value of **$487,719.36**. The CDW-G invoice shows a commitment for the full three-year cost but will be billed in annual installments.

Licensing quantities and associated costs may change during the contract term based on operational needs, including the addition of virtualization hosts or increases in processor core counts. To ensure continuous system stability, this item includes authorization for the City Manager to approve necessary adjustments to the license count, provided such adjustments remain within the City Manager's established

purchasing authority and within approved budget appropriations.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Partially

Account	Amount
Using the savings from other budgeted costs (BAF 26-044-T)	
001-1203-516.46-00	($35,683)
001-1203-516.52-00	$35,683

FY 2026 001-1203-516.52-00 $126,891

FUTURE FISCAL YEAR IMPACTS:

FY 2027 Amount Required	$ 162,573.12	Acct. 001-1203-516.52-00
FY 2028 Amount Required	$ 162,573.12	Acct. 001-1203-516.52-00

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve a multi-year renewal for VMware Cloud Foundation software licensing in the amount of **$162,573.12 per year for three (3) years** under Sourcewell Contract 121923 with CDW-G, Inc. as well as approve BAF 26-044-T for this year's costs. Authorize the City Manager to execute the renewal and approve future licensing adjustments within the City Manager's purchasing authority and subject to funding availability.

CITY COUNCIL AGENDA ITEM

Memo Date:	January 29, 2026
Agenda Date:	February 10, 2026
File ID:	2026-88
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of Ordinance 01-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 46.94 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard. (Request to Postpone to a date certain of February 24, 2026 at 6:00 p.m. in the City Council Chambers, 65 Stone Street, Cocoa, Florida).

BACKGROUND:

Staff requests that the City Council postpone the 1st reading of Ordinance 01-2026 Annexing approximately 46.94 Acres of Real Property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard to a date certain of February 24, 2026 at 6:00 p.m. at Cocoa City Hall, Council Chambers.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Staff requests that the City Council postpone the 1st reading of Ordinance 01-2026 Annexing approximately 46.94 Acres of Real Property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard to a date certain of February 24, 2026 at 6:00 p.m. at Cocoa City Hall, Council Chambers.

CITY COUNCIL AGENDA ITEM

Memo Date:	January 27, 2026
Agenda Date:	February 10, 2026
File ID:	2026-68
Prepared By:	Samantha Senger, Communications & Economic Development Director
Through:	Stockton Whitten, City Manager
Requested Action:	City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.

BACKGROUND:

Jerry Sansom, who passed away in 2024, is a former lobbyist for the City of Cocoa who served on the Florida Inland Navigation District (FIND) Board since 2003. During his time on the FIND board, Jerry was passionate about assisting the City of Cocoa with securing funding to invest in the riverfront. He helped the city secure funding for the day slips, Captain Ed Lani T-docks, and the boat ramp dredging projects.

Based on the City Council's procedures for naming of buildings, parks and streets, the City Manager is recommending the naming of the Promenade at Riverfront Park to be named after Jerry Sansom in recognition of his passionate commitment to not only the City of Cocoa but to ensuring the growth and development of the Cocoa waterfront.

There will also be two plaques placed along the Promenade reflecting this naming recommendation. One will be placed on the Promenade entry marker at the corner of River Edge Blvd. and Harrison St. and one will be placed near the flag poles in Riverfront Park. The cost for two plaques would not exceed $2,800.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

PREVIOUS ACTION:

Council has a procedure for naming of buildings, parks and streets related to this request. There are sections of Riverfront Park and Lee Wenner Park that have been named after other influential and pertinent former members of the Cocoa community such as Al Trafford and Captain Ed Lanni.

RECOMMENDED MOTION:

City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.

Sec. 2-9. Procedures for naming of buildings, parks and streets.

(a) *Intent and purpose; findings.* The intent and purpose of this section is to establish a uniform method and procedure to assist the city council in naming certain city buildings, parks and streets. The city council hereby finds that the authority to name city buildings, parks and streets is solely vested in the city council. Nothing herein shall be construed as a delegation of any authority to name a city building, park or street to any other person or entity. The naming of city buildings, parks and streets shall be determined in the sole and absolute discretion of the city council.

(b) *Generally.* The naming of a city building, park or street shall be determined by the city council either (i) based on its own initiative, (ii) upon a recommendation by the city manager, (iii) upon the request of any person or entity desiring to assist the city council in determining the name of any city building, street or park, or (iv) as part of city council approval of a new land development project which consists of a new city building, park, or street pursuant to the city's land development regulations. The city manager may make a recommendation to the city council based on the city manager's own initiative or as part of an assistance petition as set forth below.

(c) *Naming guidelines.* When considering the naming of any city building, park or street, the city manager and city council shall consider the following naming attributes:

1. Recognized geographic names;
2. Natural historic features;
3. Significant historic contributions to the city, State of Florida, or United States;
4. Significant material or financial contributions to the city;
5. Persons of historic service to the city;
6. Persons of outstanding civic service to the city; and
7. Documented community support for the name.

(d) *Other factors.* When considering the naming of any city building, park or street, the city manager and city council shall also consider the following other factors:

1. The cost that the naming or renaming will have on the city or any other person that is or could be materially affected by the name or name change;
2. Naming proposals that promote alcohol and tobacco products or political organizations will not be considered;
3. Preference shall be given to names of long established local usage and names that lend dignity to the building, park, or street to be named;
4. Persons currently serving on the city council or serving as an existing city employee shall not be considered;
5. Names selected shall be of enduring, honorable fame, not notoriety and shall be commensurate with the significance of the building, park, or street;
6. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered;
7. Proliferation of the same name for different city buildings, parks, or streets shall be avoided;
8. Proliferation of multiple names for different parts of a particular building, park, or street shall be avoided; and

9. If the name is an individual person, whether the individual has ever been convicted of a felony.

10. If the proposed name is for a street, duplicate street names are prohibited. The proposed street name shall be subject to approval by Brevard County Address Assignment in order to address public safety and the county's 911 system.

(e) *Assistance petitions.* Any person or entity wishing to assist the city council in determining the name of a city building, park or street shall submit an assistance petition to the city manager for evaluation and a recommendation by the city manager. The petition shall be in writing and shall demonstrate the basis on which the petitioner believes the naming request satisfies the naming guidelines and other factors set forth in subsections (c) and (d) and demonstrate that requisite minimum community support has been obtained by the petitioner pursuant to subsection (f). Upon receipt of duly submitted assistance petition, the city manager shall make a recommendation to the city council either for approval or disapproval of the assistance petition.

(f) *Minimum community support for assistance petitions.* Each assistance petition submitted to the city manager pursuant to subsection (e) shall be accompanied by petition signatures that demonstrate minimum community support as follows:

(i) *Street naming:* The assistance petition shall be signed by at least seventy-five percent (75%) of the property owners along the segment of the street to be renamed.

(ii) *Building or park naming:* The assistance petition shall be signed by at least five percent (5%) of the residents of Cocoa based on the last officially reported population statistics maintained by the city.

No assistance petition shall be processed by the city manager unless said petition has the minimum number of signatures required by this subsection.

(Ord. No. 22-2010, § 2, 10-26-2010)

CITY COUNCIL AGENDA ITEM

Memo Date:	January 16, 2026
Agenda Date:	February 10, 2026
File ID:	2026-32
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to consider approval of a First Addendum to the Development Agreement between the City of Cocoa and Wal-Mart Stores East, LP, allowing expanded uses at 2700 Clearlake Rd, including a convenience store with gasoline pumps, and providing property conveyance to the city in lieu of prior right-of-way requirements.

BACKGROUND:

Wal-Mart Stores East, LP ("Developer") is the owner of approximately 25 acres of property located at 2700 Clearlake Road, within the City of Cocoa. The property is developed with an existing Walmart Supercenter and associated infrastructure. The City and the Developer entered into a Development Agreement in August 2003 ("Original Development Agreement") to facilitate construction of the commercial retail center and to establish specific development obligations and conditions.

Under the Original Development Agreement, the Developer was required to construct a Walmart Supercenter with a limited automotive service component as provided in an attached Site Plan concept. In addition, as part of the project, the Developer was required to construct and dedicate a public right-of-way and sidewalk connection across the property linking State Road 524 and Clearlake Road to an existing segment of vacated right-of-way formerly known as S.R. S-503A. In exchange, the city vacated approximately 0.547 acres of public right-of-way located within the project site. While the City fulfilled its obligation to vacate the right-of-way, the Developer did not and the connecting roadway and sidewalk were never constructed.

The Developer has requested approval of a First Addendum to the Development Agreement (Attachment A) to allow for the construction of a new fuel station consisting of a convenience store, fuel pumps, and canopy on a portion of the existing Walmart parking area fronting Clearlake Road. The proposed fuel station is shown on a separately approved site plan and engineering plan set (Attachment B). The fuel station use was not contemplated under the Original Development Agreement Site Plan and therefore requires formal amendment.

In addition to expanding the permitted project scope, the First Addendum updates outdated infrastructure obligations contained in the Original Development Agreement to better align with current City planning objectives, including future transportation improvements associated with the planned Brightline passenger rail station.

The First Addendum to the Development Agreement accomplishes the following:

1. Expansion of Permitted Uses: The Addendum amends the project scope to expressly allow the construction and operation of a fuel station with convenience store and gasoline pumps as an accessory use to the existing Walmart Supercenter. The fuel station must be constructed in substantial conformance with the approved final engineering and site plan and elevations, which is incorporated into the Development Agreement by reference.

2. Amendment to Site Plan Exhibits: The Addendum updates Exhibit “B” of the Original Development Agreement to include the fuel station site plan and architectural renderings as a new Exhibit “I.” This ensures the Development Agreement accurately reflects the site’s current and proposed development conditions.

3. Removal of Prior Roadway Construction Obligation: The Addendum removes the Developer’s obligation to construct a connecting public right-of-way and sidewalk across the property that was required under the Original Development Agreement. This improvement is no longer consistent with current transportation planning for the area and intended Brightline station and has remained unconstructed since adoption of the original agreement.

4. Property Conveyance in Lieu of Road Construction: In place of the prior construction obligation, the Developer agrees to convey up to one (1) acre of property to the City, at no cost, for future public right-of-way purposes. The conveyance parcel is generally depicted in Exhibit “J” and is intended to support future roadway access serving the anticipated Brightline station and surrounding redevelopment area. The City has up to ten (10) years to initiate the conveyance, providing flexibility to coordinate with regional transportation planning and funding timelines.

5. Coordination During Future Roadway Construction: The Addendum includes provisions requiring coordination between the City and the Developer during any future construction of a public right-of-way within the conveyed area. Specifically, the city must use commercially reasonable efforts to maintain vehicular access to the Walmart Supercenter during construction, particularly access serving the pickup and delivery area. This provision does not prohibit temporary closures but ensures advanced coordination and reasonable alternative access when practicable. While the site has secondary access from Otterbein Avenue, the language recognizes that Clearlake Road access serves specific operational and circulation functions for the store.

6. City Maintenance Responsibilities: Upon conveyance and construction of the future public right-of-way, the City will assume responsibility for maintenance of the roadway, including landscape medians, consistent with City standards. The Addendum also requires that an ingress-egress driveway serving the Walmart Supercenter be maintained in the final roadway design.

7. Time Limitation on Fuel Station Entitlement: The Addendum includes a provision

allowing the City to terminate the Development Agreement if the Developer fails to obtain a building permit and commence vertical construction of the fuel station within one (1) year of the effective date. This provision prevents indefinite vesting of the fuel station entitlement.

The First Addendum supports the City's Strategic Plan goals related to Transportation and Mobility, Economic Development, and Fiscal Sustainability by modernizing an outdated development agreement, facilitating reinvestment in an existing commercial center, and supporting long-term infrastructure planning associated with the Brightline station area.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
There is no immediate fiscal impact associated with approval of the First Addendum. Any future roadway construction within the conveyed property would be subject to separate funding approvals and capital planning processes.

PREVIOUS ACTION:
City Council approved a Development Agreement with Wal-Mart Stores East, LP on August 22, 2003. The City vacated a portion of public right-of-way pursuant to Resolution 2003-92 in furtherance of that agreement. The fuel station minor site plan amendment associated with this Addendum has been reviewed through the City's development review process and it is pending final approval provided the First Addendum is approved.

RECOMMENDED MOTION:
Approve the First Addendum to the Development Agreement between the City of Cocoa and Wal-Mart Stores East, LP, for the Walmart Supercenter located at 2700 Clearlake Road, and authorize the Mayor to execute the same.

THIS INSTRUMENT PREPARED BY

Anthony A. Garganese, Esq.
City Attorney
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Return to:
Monica Arsenault
City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

Walmart Supercenter

THIS FIRST ADDENDUM TO DEVELOPMENT AGREEMENT ("Amended Agreement" or "Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 ("City"), and **WAL-MART STORES EAST, LP**, a Delaware limited partnership authorized to do business in the State of Florida with its principal address at 702 SW 8th Street, Bentonville, Arkansas, 72716 ("Developer").

RECITALS

WHEREAS, the Developer is the owner and developer of approximately 25 acres, more or less, of real property located within the boundaries of the City of Cocoa, addressed as 2700 Clearlake Road, Cocoa, Florida 32922 and identified by Tax Parcel ID Number 24-36-17-00-256, which is more particularly described herein as **Exhibit "A"** (the "**Property**"); and

WHEREAS, Developer and the City entered into that certain Development Agreement on August 22, 2003, recorded in the Official Records of Brevard County, Florida, Book 5047, Page 0154 (the "Original Agreement"), which provided that the Developer would construct a commercial retail center with a limited automotive service component on the Property in accordance with a Site Plan and related architectural renderings incorporated therein as **Exhibit "B"**; and

WHEREAS, pursuant to the Original Agreement, the City was to vacate its interest in the portion of the existing right-of-way crossing the Developer's Property, known as S.R. S-503A, in exchange for the Developer constructing and dedicating to the City a right-of-way and sidewalk from the intersection of S.R. 524 and Clearlake Road across the Property to connect with the portion of S.R. S-503A that remained unvacated as provided in **Exhibits "C" and "D"** of the Original Agreement; and

WHEREAS, the City, via Resolution 2003-92, which is recorded in the Official Records of Brevard County, Florida at Official Records Book 4991, Page 1689, vacated its interests in the required portion of S.R. S-503A right-of-way, totaling .547 acres, pursuant to its obligations under the Original Agreement; and

WHEREAS, the Developer has not constructed the right-of-way connecting S.R. 524 and Clearlake Road to S.R. S-503A, as required under Exhibit D of the Original Agreement; and

WHEREAS, the Developer desires to construct additional structures and improvements upon the Property to support a gas station and gasoline pumps with convenience store on the frontage of Clearlake Road as part of the Walmart Supercenter, and to amend the Original Agreement to provide for this expanded use; and

WHEREAS, the City and Developer mutually desire to amend the Original Agreement to provide for the expanded use of the Property and amend Exhibit B to include the proposed gas pumps and canopy; and

WHEREAS, the City and Developer also mutually desire to strike the Developer's obligation to construct a right-of-way and sidewalk across the Property as described in Exhibit D of the Original Agreement and to instead require the Developer to convey certain real property to the City as described herein; and

WHEREAS, the City and Developer recognize that the City has entered into a Memorandum of Understanding Related to the Development of a Brightline Station in Cocoa, Florida, dated July 17, 2025, with Brightline Trains Florida, LLC ("Brightline"), which anticipates that Brightline will construct an additional station in the City of Cocoa on adjacent property, which shall consist of a passenger train station with rail and station infrastructure, including approximately four miles of double track and parking, to provide high-speed passenger train service to the Space Coast Region; and

WHEREAS, the City of Cocoa, in partnership with the Space Coast Transportation Planning Organization ("Space Coast TPO") has created a conceptual plan encouraging high-density, mixed-use development surrounding the future Brightline station and the subject Property, which all parties anticipate to be beneficial to the Developer and its commercial supercenter retail store, proposed gas station, and other commercial tenants on the Property; and

WHEREAS, the parties agree that the Developer's obligation to convey property contained herein is intended to facilitate the future construction of the Brightline station and of the high-density, mixed-use neighborhoods that are anticipated to surround the station; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose and serves the public health, safety, and welfare of the citizens of and visitors to Cocoa; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Amended Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21.

3.0 Amendment to Project Scope. The scope of the Project under the Original Agreement is hereby amended and expanded to provide for the construction and operation, by Developer, of a convenience store with commercial gasoline pumps as an accessory use upon the Property as provided herein (hereinafter referred to as the "Gas Station Project"). The Developer shall construct the Gas Station Project in a manner consistent with the Gas Station Final Engineering/Site Plan that will be approved and kept on file with the City with the following file number and consistent with the requirements contained in this Agreement:

File No. 25-00200004

For convenience, a copy of the Overall Gas Station Project Site Plan sheet and the architectural renderings of the Gas Station Project are attached hereto and fully incorporated herein by this reference as **Exhibit "I."** The Site Plan and architectural renderings included as Exhibit "B" of the Original Agreement are hereby amended to include the addition of the Gas Station Project as provided in Exhibit "I." The official and controlling copy of the Final Engineering/Site Plan shall be maintained in File No. 25-00200004, which shall govern in all respects, including the resolution of any inconsistencies or conflicts with Exhibit "I." The official copy should be reviewed for the complete and authoritative specifications, requirements, and other content of the Final Engineering/Site Plan.

4.0 Amendment to Developer Project General Requirements and Conditions.
Section III, *Developer Project General Requirements and Conditions*, subsection (d) of the Original Agreement is hereby stricken in its entirety. Furthermore, subsection (e) of Section III is also amended to strike the requirement that the Developer construct a sidewalk on the South side of the right-of-way that was to be dedicated and conveyed to the City as provided in subsection (d).

5.0. Conveyance of Property. The Developer agrees to convey in fee simple, free of charge and free and clear of all liens and mortgages and other encumbrances that are not reasonably deemed by the City to be permitted exceptions that will interfere with the City's intended purpose and use for the land, a portion of its Property as further described herein. The property to be conveyed by the Developer to the City shall consist of:

A portion of the Property consisting of no more than 1 acre in size, as generally depicted on **Exhibit "J"** (hereinafter, the "Conveyance Parcel"). The Developer and City recognize

and agree that the City is in the process of working with Brightline to design the Brightline station on adjacent property and that the Conveyance Parcel will be used to construct a public right-of-way that will serve both the train station and the Walmart Supercenter. At the time of this Agreement, the exact legal description of the Conveyance Parcel is unknown. However, the parties agree that the Conveyance Parcel shall be no more than 1 acre in size and shall be generally in the location depicted on Exhibit J and in approximately the same configuration to provide access to the Brightline property.

The City shall initiate the conveyance of the Conveyance Property within ten (10) years following the execution of this Agreement. To initiate the conveyance, the City shall provide the Developer with a written notice informing the Developer of its intent to commence the conveyance process and requesting the Developer to convey the Conveyance Property as provided in this Agreement ("Written Notice"). The Written Notice must be accompanied by a survey and legal description of the Conveyance Property, prepared by a duly registered and professional surveyor, consistent with the terms of this Section and Exhibit "J." The Developer shall have twenty (20) days to review the survey and notify the City Manager of its acceptance or objection to the proposed legal description of the property to be conveyed.

The City shall obtain at the City's expense within fifteen (15) days from the Developer's acceptance of the survey and legal description, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") reasonably acceptable to the City, agreeing to insure title to the property in an amount equal to the estimated assessed value of the property to be conveyed, as mutually agreed upon in writing by the City and the Developer, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The City shall provide the Developer with a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide the City standard "GAP" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the City's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable or unacceptable to the City for its intended purposes and proposed land uses, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or thirty (30) days after the exceptions are removed from the commitment or the defects cured, whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting

the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments. The City shall pay for the title insurance commitment and the Owner's policy, if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

6.0 Obligations of the City for Future Public Right-of-Way. Following conveyance of the Conveyance Parcel to the City, the City shall have the perpetual responsibility to maintain the right-of-way in accordance with the City's usual policies and procedures. The City agrees to include a median in the design of the new public right-of-way leading to the future Brightline station and the Walmart Supercenter at the intersection of Clearlake Road. Such median shall include enhanced landscaping to beautify the intersection, which shall be maintained by the City. The City shall ensure that an ingress-egress access driveway is maintained to the Walmart Supercenter store in its final design and reconstruction of the right-of-way.

Access Driveway Location and Continuity. In connection with the design and construction of the new public right-of-way and related improvements within the Conveyance Parcel, the City shall coordinate with Developer regarding the location, alignment, and configuration of the ingress-egress access driveway serving the Walmart Supercenter store. The City shall submit to Developer, for review and approval (which approval shall not be unreasonably withheld, conditioned, or delayed), the plans depicting the final placement and configuration of such access driveway to ensure that it is compatible with Developer's internal traffic circulation patterns, online pickup and delivery operations, and existing on-site improvements. The City shall ensure that the approved access driveway location is incorporated into the final design and constructed in substantial accordance therewith. During construction of the new public right-of-way, the City shall use commercially reasonable efforts to maintain continuous vehicular access to the Walmart Supercenter store at or near the existing access point serving the pickup and delivery area, and any temporary closures or material impairments of such access shall be limited in duration, coordinated in advance with Developer, and accompanied by reasonably comparable alternative access to the store if practicable.

7.0 Representations of the Parties. The Parties hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the Parties, constitute a legal, valid and binding obligation enforceable against the Parties hereto. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

8.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

9.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this

Agreement shall be in Brevard County, Florida or in the event of a federal court action, in the Middle District of Florida, in Orlando, Florida.

10.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by all parties hereto (or their successors or assigns) and approved by the City Council.

11.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Gas Station Project and contain the entire agreement between the City and Developer as to the subject matter hereof. However, all terms and conditions of the Original Agreement which are not expressly and specifically modified by this Amended Agreement shall continue to remain in full force and effect. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

12.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a Court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

13.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by all Parties hereto.

14.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

15.0 Relationship of the Parties. The relationship of the Parties to this Agreement is contractual and Developer is an independent contractor or an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and none of the Parties is authorized to, nor shall any Party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

16.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

17.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

18.0 Interpretation. The Parties hereby agree and acknowledge that they have all participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

19.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve any Party of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold issuance of any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement beyond the expiration of all applicable notice and cure periods hereunder.

22.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, specific performance, injunctive relief and termination of this Agreement. Prior to any Party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, then the cure period shall be deemed extended so long as the defaulting Party commences the cure thereof within such period and thereafter diligently pursues such cure to completion.

23.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to receive a building permit and commence vertical construction of the Gas Station Project, which shall at minimum include building foundation(s), within one (1) year of the Effective Date of this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Gas Station Project. Provided, however, that in either of these circumstances, the City shall first deliver written notice and an opportunity to cure to the Developer provided herein. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

24.0 Indemnification and Hold Harmless. As between the City and Developer, Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Gas Station Project under this Agreement and the operation and maintenance of the Project thereafter;

provided, however, that the foregoing indemnification obligation shall not include matters resulting from the acts or omissions of the City, nor the gross negligence or willful misconduct of the City. This indemnification shall survive the termination of this Agreement.

25.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 28.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at- home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 28.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:
Stockton Whitten
City Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
McGregor Love
Lowndes
215 N Eola Drive
Orlando, FL 32801

Sheri Fiel
Walmart
814 Respect Drive
Always Building
Bentonville, AR 72716

Any Party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Gas Station Project (as evidenced by issuance of a certificate of occupancy for the Project), Developer shall not assign this Agreement without the prior written consent of the City, and same shall not to be unreasonably withheld. Any such assignment shall also require the written approval of the City by amendment to this Agreement, but which shall not require a public hearing and shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall be entitled to assign its rights and obligations under this Agreement, at any time and without the prior written consent of the City, to (a) a parent, subsidiary, or affiliated entity in which Developer or its affiliates are members or interest holders without City consent, or (b) any tenant of the Project pursuant to a lease entered into with the Developer, provided that the City is given notice of such assignment as provided herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer 's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns. Upon any such assignment, Developer shall be automatically released from all of its obligations and liabilities under this Agreement.

28.0 Compliance with Laws; Planning & Zoning Board Site Plan Conditions. As between the City and Developer, Developer shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the construction, location and continued operation of its business within the City of Cocoa. As between the City and Developer, Developer shall also be responsible for complying with all conditions of Site Plan approval imposed by the City Manager or designee.

28.0 Waiver. No failure to insist on the prompt performance by Developer of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Developer's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

Signed, sealed, and delivered in the presence of the following witnesses:

CITY OF COCOA, A FLORIDA MUNICIPAL CORPORATION

_____
Signature of Witness

_____
Printed Name of Witness

_____
Michael C. Blake, Mayor

_____
Address of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

By: _____
Anthony A. Garganese, City Attorney

_____
Address of Witness

ATTEST:

By: _____
Monica Arsenault, City Clerk

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ___ day of _____, 2026 by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who [_] is personally known or [_] has produced a driver's license as identification.

[Seal]

_____
Notary Public
Print Name: _____
My Commission Expires: _____

DEVELOPER:
WAL-MART STORES EAST, LP

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

BY: _____
ITS _____

_____
Print: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ___ day of _____, 2026 by _____ as _____ of **Wal-Mart Stores East, LP,** who [_] is personally known or [_] has produced _____ as identification.

_____

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST,

THENCE, BEARING SOUTH 88°45'54" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 66.03 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 00°21'57" WEST, A DISTANCE OF 535.42 FEET TO A POINT;

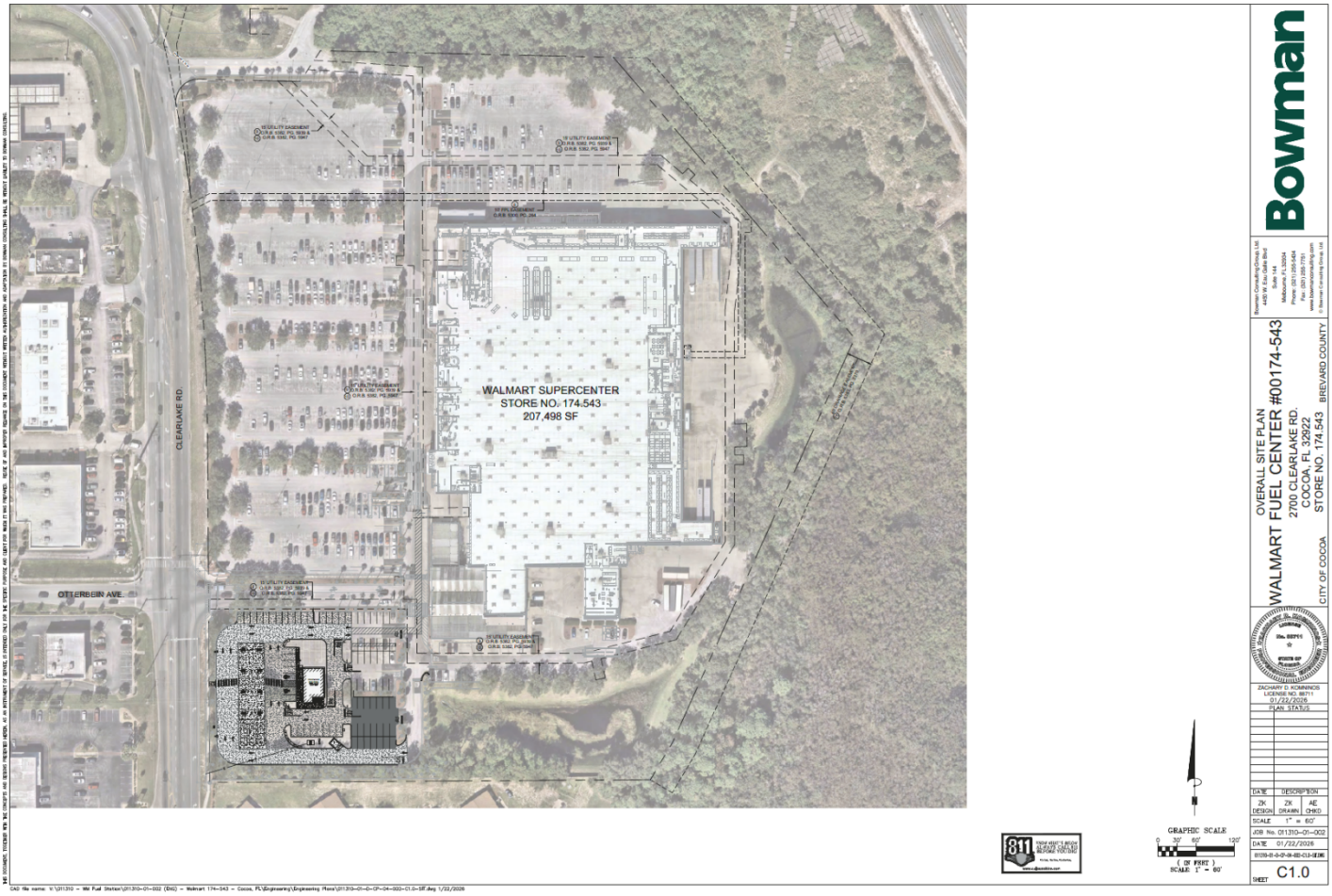
THENCE, BEARING SOUTH 44°55'38" EAST, A DISTANCE OF 410.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 503-A (OLD CLEARLAKE ROAD, AN 80 FOOT WIDE RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,185.92 FEET, A CENTRAL ANGLE OF 15°34'35" AND A CHORD DISTANCE OF 321.41 FEET BEARING SOUTH 39°57'51" WEST;

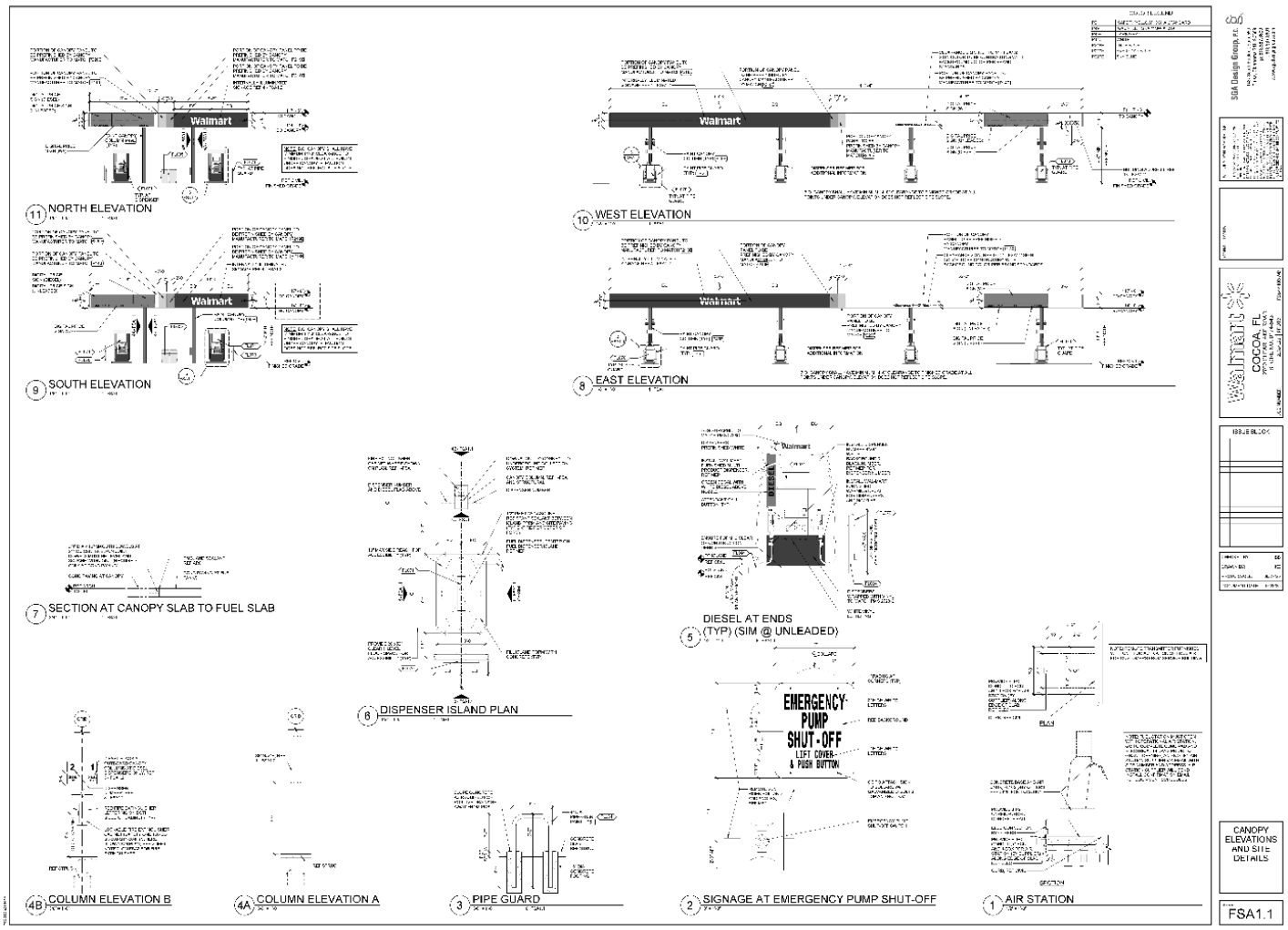
THENCE, SOUTHEASTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, AN ARC DISTANCE OF 322.41 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE AFORE SAID SECTION 17 AND A POINT OF NON-TANGENCY;

THENCE, BEARING NORTH 88°45'54" WEST, ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 84,861 SQUARE FEET OR 1.948 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT I
Gas Station Project Overall Site Plan and Elevations




11 NORTH ELEVATION
10 WEST ELEVATION
9 SOUTH ELEVATION
8 EAST ELEVATION
7 SECTION AT CANOPY SLAB TO FUEL SLAB
6 DISPENSER ISLAND PLAN
DIESEL AT ENDS
(TYP) (SIM @ UNLEADED)
5
EMERGENCY
PUMP
SHUT-OFF
LIFT COVER
& PUSH BUTTON
4B COLUMN ELEVATION B
4A COLUMN ELEVATION A
3 PIPE GUARD
2 SIGNAGE AT EMERGENCY PUMP SHUT-OFF
1 AIR STATION
COCOA, FL
CANOPY ELEVATIONS AND SITE DETAILS
FSA1.1

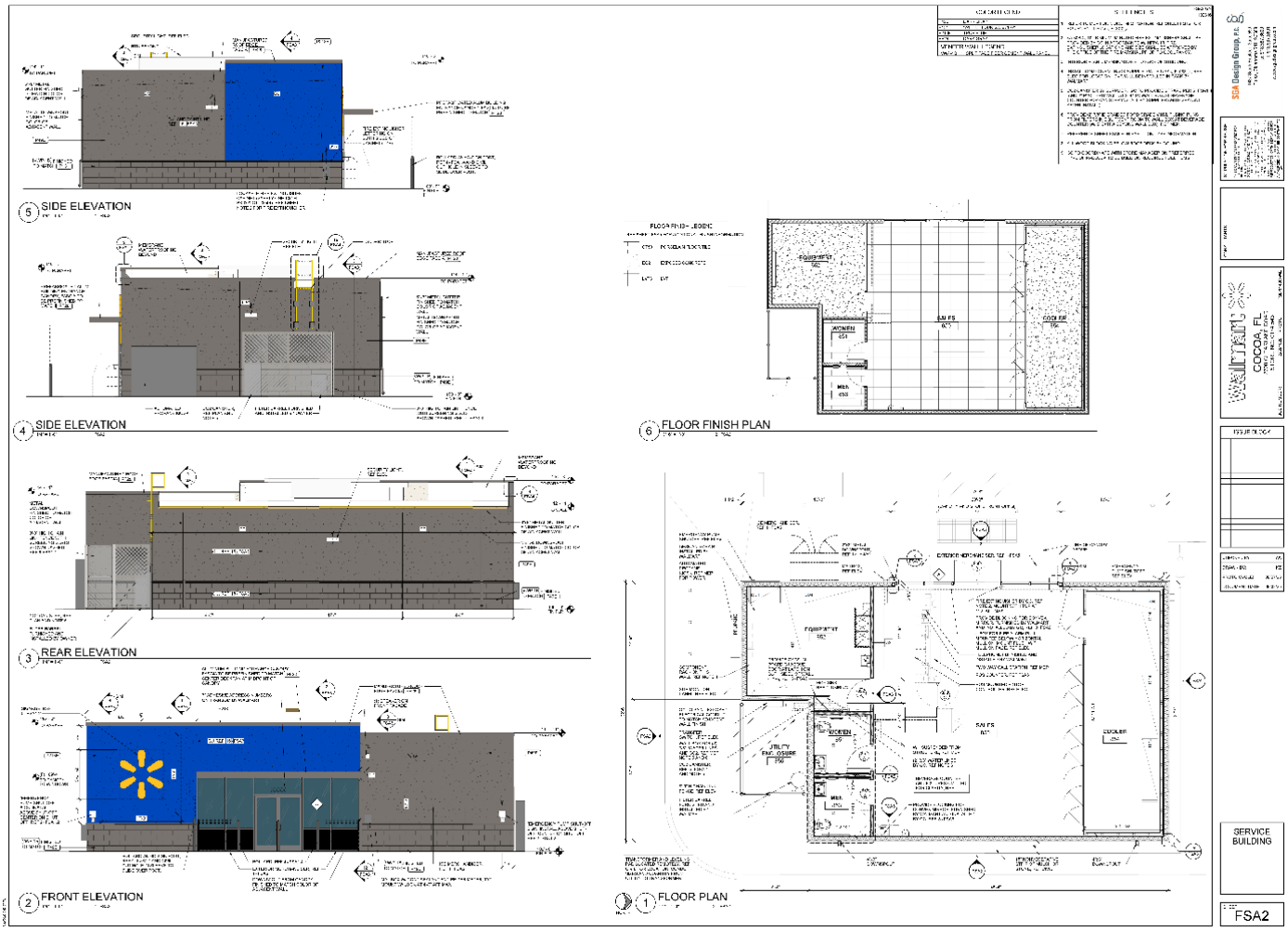
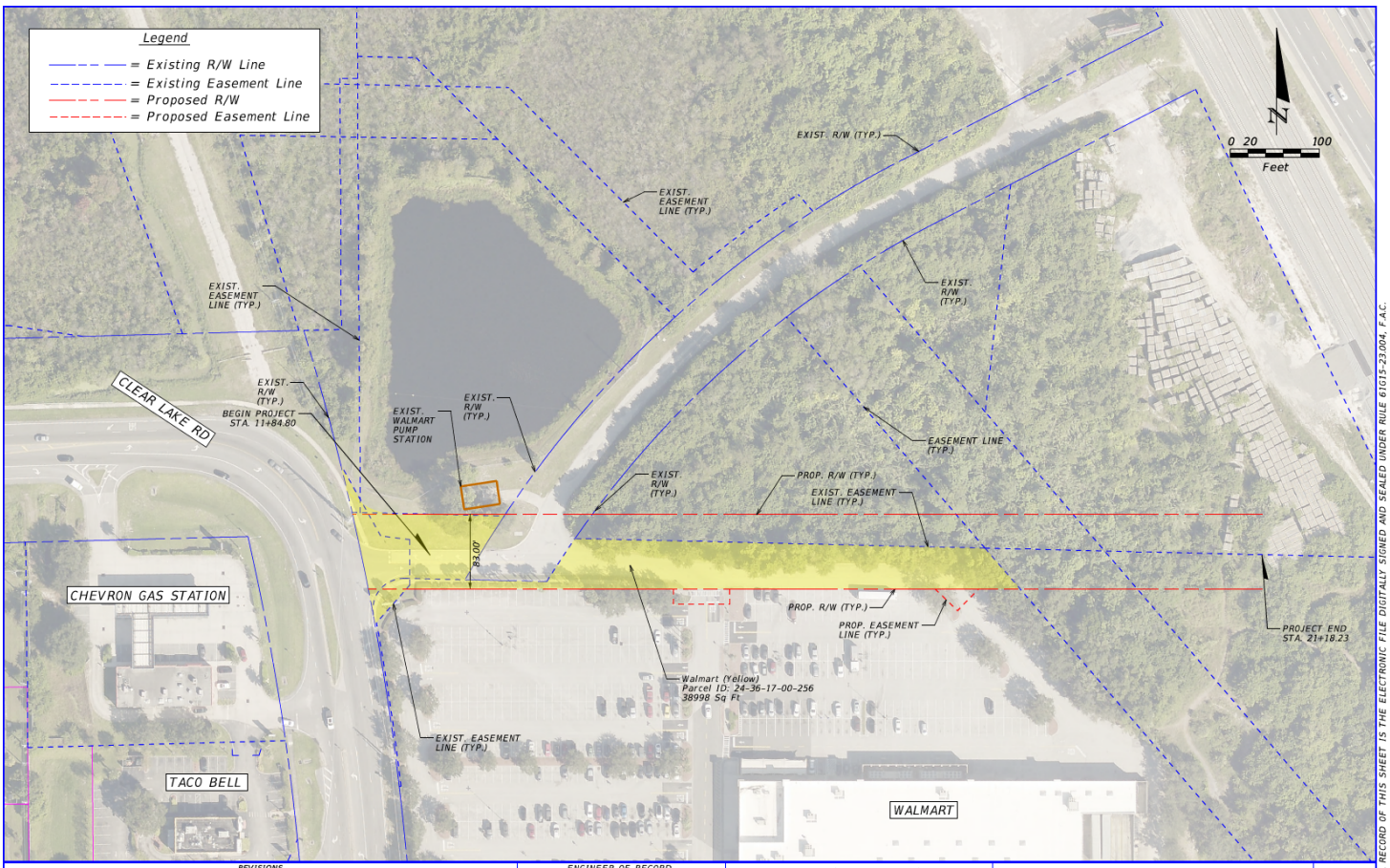

5 SIDE ELEVATION
4 SIDE ELEVATION
3 REAR ELEVATION
2 FRONT ELEVATION
6 FLOOR FINISH PLAN
1 FLOOR PLAN
SERVICE BUILDING
FSA2

EXHIBIT J

DEPICTION OF CONVEYANCE PROPERTY



USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leonardo Priore
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 01/30/2026
BRE floridatoday.com 01/30/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/30/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$215.21	
Tax Amount:	$0.00	
Payment Cost:	$215.21	
Order No:	12040221	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

AD#12040221 1/30/2026

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

PZ 25-00200004 Walmart Fuel Station Development Agreement Amendment

Request to consider approval of a First Addendum to Development Agreement between the City of Cocoa and Wal-Mart Stores East, LP, concerning property generally located at 2700 Clearlake Road, Cocoa, Florida, and identified as Tax Parcel ID No.24-36-17-00-256. The Development Agreement addendum will allow for expanded uses on the property, including the addition of a convenience store with gasoline pumps, and provides for the conveyance of certain real property to the City in lieu of previously required right-of-way improvements.

CITY OF COCOA COUNCIL CONSIDERATION WILL OCCUR ON February 10, 2026 ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.gov.
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting:
https://www.cocoafl.gov/291/20338/City-Meetings
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following Internet address:
https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

CFN:2003279488 09-09-2003 10:59 am
OR Book/Page: 5047 / 0154

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 99 #Names: 2
Trust: 50.00 Rec: 397.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

DEVELOPMENT AGREEMENT

AN AGREEMENT made and entered into as of this 22nd day of August, 2003 by and among **WAL-MART STORES EAST, LP**, a Delaware limited partnership authorized to do business in the State of Florida (herein referred to as "Developer"), and the **CITY OF COCOA,** a municipal corporation existing under the laws of the State of Florida (herein referred to as "City").

RECITALS

WHEREAS, this Development Agreement ("Agreement") is authorized pursuant to the Florida Municipal Home Rule Powers Act and Section 163.3220 et. seq., Florida Statutes; and

WHEREAS, in accordance with the terms of this agreement Developer desires to construct a commercial retail center, which includes a limited automotive service component, known as a Tire Lube Express ("TLE"), and collectively referred to as a Supercenter located within the City of Cocoa approximately at the intersection of Highway 524 and Clearlake Road (herein referred to as "Project"); and

WHEREAS, pursuant to the certain Purchase and Sale Agreements between Developer, as purchaser, and George A. Helow, an Individual and as Trustee of the Helow Properties Ltd. Trust, under Agreement dated December 31, 1984, as sellers, dated January 10, 2002 (hereinafter referred to as the "Helow Property"), C.B. Horowitz Properties Inc., a Florida corporation, successor corporation by merger with Charles B. Horowitz Properties Inc., a New York corporation, as sellers, dated October 15, 2001 (hereinafter referred to as the "Horowitz Property"), B.P. Development Southwest, Inc. a Florida corporation, as sellers, dated June 1, 2001 (hereinafter referred to as the "BP Development Property), Developer is the owner and developer of approximately 25 acres of land located within the boundaries of the City of Cocoa, which has a commercial zoning designation on the City's Future Land Use Plan and more particularly described on

Composite Exhibit "A" attached hereto and fully incorporated herein by this reference (herein collectively referred to as the "Developer Property"), and

WHEREAS, in accordance with the terms of this Agreement the City desires the Developer to construct a Supercenter upon the Development Property; and

WHEREAS, the City Council believes the development of a Supercenter at this location will have a positive economic impact through the creation of jobs and an increase in area property values.

WHEREAS, City acknowledges that the City's Planning and Zoning Department and City Council have reviewed the proposed plans for the Project as prepared by Kimley-Horn, including the site plan, wetland impact plan, drainage plan, utility plan, landscape plan, signage plan, and other detail sheets prepared and submitted to the City for its review and consideration, dated March 17, 2003 and based upon such review the Project appears in conformity with the requirements of the City Code and ordinances and will provide for an enhanced project; and

WHEREAS, Developer and City desire to memorialize their understandings and agreements regarding their respective interests, expectations, and intentions regarding the aforementioned Project as set forth in this Agreement.

NOW THEREFORE in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. Definitions.

Unless the context clearly indicates otherwise, the following words and phrases when used in this Agreement shall have the meaning ascribed below:

a) **"Certificate of Occupancy"** shall mean a certificate issued by the City of Cocoa Building Official stating such land, building, or part thereof, and the proposed use thereof is found to be in conformity with the provisions of the City Code.

b) **"City"** shall mean the City of Cocoa, a Florida municipal corporation.

c) **"City Code"** shall mean the City Code and Comprehensive Land Use Plan of the City of Cocoa, Florida.

d) **"Developer"** shall mean Wal-Mart Stores East, LP, a Delaware limited partnership authorized to do business in the State of Florida.

e) **"Developer Property"** shall mean the real property acquired by Developer and described herein as: The Helow Property, the Horowitz Property and the BP Development Property. The Helow, Horowitz, and BP Development Properties are located in the City of Cocoa, as more particularly described in **Composite Exhibit "A"**.

f) **"Project"** shall mean the Wal-Mart Supercenter depicted on the Site Plan and located on the Developer Property.

g) **"Site Plan"** shall mean the site plan which Developer agrees to design, permit and construct on the Developer Property under the terms and conditions of this Agreement. Copies of the site plan and related architectural renderings (hereinafter referred to collectively as the "Site Plan") are attached hereto as **Exhibit "B"** and fully incorporated herein by this reference.

III. Developer Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to permit and develop the Project on Developer Property located within the City of Cocoa under the terms and conditions of this Agreement and the City of Cocoa Code. The Project shall be in conformity with the Site Plan, unless amendments to the Site Plan are approved in accordance with the City Code. Further, the Site Plan shall be designed and implemented as follows:

a) Non-handicapped designated parking spaces of nine and one-half (9.5) feet in width for the Project will be allowed by City provided that all other parking requirements, under the City Code, relating to commercial on-site parking are either met or exceeded.

b) Developer shall provide sufficient and adequate screening for the outdoor storage of trucks, trailers, cartons or any other containers used or intended to be used to transport, deliver, or otherwise store merchandise or property for

the Supercenter so as to prevent such use from being viewed from the public right of way. Any such storage container or carton shall not exceed eight (8) feet in height, and shall be screened by a wall eight (8) feet in height. Such screening is shown and provided for on the Site Plan. Developer shall designate a heavy duty concrete padded area on the Developer Property for such temporary storage use in accordance with this section as shown on the Site Plan and screened as provided above. Developer agrees to only use this area for storage when necessary to meet anticipated seasonal demands. In no case however, shall this area be used for storage except during the following times: March 1 to May 31, and August 1 to January 31 of each year.

c) Developer shall obtain all required wetlands mitigation permits from the St. Johns River Water Management District ("SJRWMD") and the U.S. Army Corps of Engineers ("USACOE") for the proposed development. In the event it is determined that SJRWMD and the USACOE want Developer to mitigate for wetlands in the City's contemplated Cocoa Conservation and Recreation Area (hereinafter referred to as CCRA") then the parties agree to use their best efforts to accomplish the desires of SJRWMD and USACOE. Both parties acknowledge that it may not be possible due to the timing of the proposed development and the creation of the CCRA to accomplish this in a timely manner.

d) In exchange for vacation of the City's interest in the existing right-of-way across Developer Property referred to as S.R. S-503A, as more particularly described in **Exhibit "C"** attached hereto and fully incorporated herein by this reference, Developer agrees to construct and dedicate to the City a right-of-way, as depicted on the Site Plan, generally from the intersection of S.R. 524, Clearlake Road and the northern entrance to the Developer Property across the Developer Property connecting with S.R. S-503A as more particularly described in **Exhibit "D"** attached hereto and fully incorporated herein by this reference. Construction and dedication of this right-of -way shall occur prior to the City's release of the vacation of its interest in S.R. S-503A for recordation in order to ensure continued access to properties accessed by use of this road.

e) Developer will construct and install, at its sole expense, a sidewalk running along the East side of Clearlake Road and the South side of the right-of-way to be dedicated and conveyed to the City, as provided above. The sidewalks shall be located within the rights-of-way or upon Developer Property or any combination thereof to meet the requirements of this Agreement and the City

Code. Developer shall have no obligation to obtain any additional right-of-way to construct such sidewalk. Any sidewalk or portion thereof constructed within the right-of-way shall be in accordance with any applicable FDOT rules or regulations. Developer shall pay to the City $11,300.00, prior to issuance of any building permits, to be used by the City for construction, at a date to be determined by the City, handicapped ramps, pedestrian crosswalks and sidewalk connections along Clearlake Road. City shall be solely responsible for the maintenance of the sidewalk constructed by Developer within the FDOT right-of-way, while Developer shall maintain any portion of the sidewalk located upon Developer Property.

f) Off-site roadway improvements required for the development of the Project shall be in conformity with those required by the Florida Department of Transportation ("FDOT"), these improvements shall include any and all necessary roadway improvements which Developer shall make in order to meet its capacity requirements in accordance with FDOT rules or regulations or any applicable state or local laws. Developer shall design and construct the Phase 1 off-site roadway improvements shown on **Exhibit "G"**, attached hereto and made a part hereof, at its sole cost and expense with the exception of any costs involved in obtaining additional right-of-way for Phase 1 in the event FDOT requires such additional right-of-way to construct Phase 1 and any additional costs in obtaining temporary construction easements for the construction of Phase 1. City shall be responsible for obtaining, and any and all costs involved in obtaining, any additional right–of-way or temporary construction easements necessary for Phase 1. Developer shall notify City on or before August 1, 2003 whether FDOT will require additional right-of-way. In such event, City shall take all steps necessary to obtain such right-of-way commencing August 15, 2003 in the event FDOT has determined that the acquisition of additional right-of-way is required for Phase 1 so that the Phase 1 road construction is not delayed. In the event that City is unable to obtain in a timely manner any additional right-of-way required by FDOT, then City agrees Developer shall have the right to construct the off-site roadway improvements in a manner approved by FDOT. Developer shall design at its expense the Phase 2 off-site roadway improvements shown on **Exhibit "H"** attached hereto and made a part hereof. City shall be responsible for the construction of Phase 2 and all the expenses related thereto including right-of-way with the exception of the costs of preparing the design which Developer shall bear as set forth above. Developer shall obtain a permit from FDOT for the construction of both Phase 1 and Phase 2. Upon the completion and acceptance of the Phase 1 roadway improvements by FDOT, Developer shall assign the permit to the City and City shall, if required,

provide a substitute bond or letter of credit to FDOT so that FDOT will release Developer's bond or letter of credit. In consideration of Developer's agreement to construct the Phase 1 road improvements which are in excess of what is necessary for Developer to meet traffic concurrency requirements, City shall provide a twenty-five percent (25%) credit reduction or reimbursement from the City's water and wastewater impact fees assessed for the Project and, additionally, shall use its best efforts to obtain for Developer any other Enterprise Zone incentives which the Developer desires to obtain. The construction of the Phase 2 road improvements is at the discretion of the City.

g) Developer agrees to install a full movement traffic signal ("Traffic Signal"), at its sole cost and expense, at the intersection of Clearlake Road and Otterbein Avenue, contingent upon final approval by FDOT. The Traffic Signal shall incorporate pedestrian crosswalks that cross both State Road 501 (east – west) and Otterbein Avenue (north – south). City acknowledges that Wal-Mart has deleted from its Site Plan the proposed traffic signal at Clearlake Road and SR 524 in order to obtain conceptual approval from FDOT for the Otterbein Traffic Signal. City approves Developer's modifications to the Site Plan and the off-site roadway improvements shown on **Exhibit "B"** in order to accommodate the Traffic Signal at Clearlake Road and Otterbein Avenue. The parties agree Developer shall not have any obligation to maintain the Traffic Signal once it is installed and accepted by FDOT and the City.

h) Developer has performed and provided to the satisfaction of the City a point sampling analysis of all shrubbery and trees existing on the Developer Property, which identifies the type and species of same. The City has determined the proposed removal of particular shrubbery and trees are critical and necessary to development of the Developer Property. In exchange the Developer will provide, in accordance with the Site Plan enhanced landscaping which exceeds the City's landscape requirements contained with the City Code.

i) Any signage placed upon the Developer Property or any structure thereon shall be in conformity with the City Code and ordinances.

j) All landscaping, grass, sod and other vegetative areas shall be irrigated with reclaimed/reuse water.

k) Developer will sod all retention pond banks and will further ensure that all City property used for the construction or maintenance of the retention pond is restored to the same or better condition than immediately preceding said construction or maintenance.

IV. Conditions Precedent to Developer's Obligations.

Each and every obligation of the Developer and/or City pursuant to the Agreement is expressly conditioned upon the satisfaction or waiver of the following conditions precedent:

a) Developer shall notify the City in writing, no later than twelve (12) months from the Effective Date of the Agreement, of Developer's intent to proceed with the permitting and construction of a Supercenter as provided in the approved Site Plan. Conditioned upon Developer's issuance of written notice of intent to proceed, Developer agrees to begin construction of the Project no later than eighteen (18) months from the Effective Date of the Agreement.

b) In the event Developer has not notified the City in writing of its intent to proceed, as provided above, either party shall have the right, but not the obligation, to terminate the Agreement. Notice of termination, under this provision, shall be provided in writing by the terminating party with thirty (30) days in advance notice. The non-terminating party shall have the right during the thirty (30) day period to request an extension of the Agreement. In the event the Agreement is terminated by either party pursuant to the terms and conditions of Section IV, this Agreement shall be null and void and neither party shall have any claim against the other. City acknowledges that nothing contained herein shall in any way be construed as a covenant by Developer to construct, open for business or continuously operate a retail store on the Developer Property.

V. Developer's Initial Obligations and Conditions.

Upon the Effective Date of this Agreement, and subject to the terms and conditions of Section IV above, Developer agrees to perform, at its expense, the following:

a) Promptly use all reasonable and best efforts to secure all necessary governmental and regulatory permits to complete the Project. The City may request Developer to provide copies of any permits the Developer has obtained.

b) Develop, design and construct the Project in substantial conformity with the Site Plan for the Project which were submitted to the City's Planning and Zoning Board and City Council as further set forth in **Exhibit "B"**.

VI. City's Obligations and Conditions

Upon the Effective Date of this Agreement, City agrees to perform the following:

a) Promptly process applications for permits and other approvals required by the Developer for the Project pursuant to this Agreement and the City Code and ordinances provided, however, that Developer remains in substantial compliance with this Agreement and the City Code and ordinances and the design, engineering, construction and any other plans submitted by Developer for consideration by the City for the Project.

b) Provide Developer, by separate agreement, with a permanent grading and drainage easement to be located in the area set forth in **Exhibit "E,"** a copy of which is attached hereto and fully incorporated herein by this reference ("Grading/Drainage Easement"). Developer shall prepare a specific metes and bounds legal description, at its sole expense, to be provided to City for the Grading/Drainage Easement, which shall be recorded in the public records of Brevard County, Florida upon approval by the City. Upon the grant of such easement, Developer shall be responsible for any necessary irrigation and/or maintenance thereon.

c) Provide Developer, by separate agreement, an easement to permit Developer to access, construct and maintain its retention pond located on the Developer Property. City further agrees not to encumber said easement by constructing, placing or building any structure or structures within the "No Build Area" as set forth in **Exhibit "F,"** a copy of which is attached hereto and fully incorporated herein by this reference. Developer shall prepare a specific metes and bounds legal description, at its sole expense, to be provided to City for the "No Build Area" easement, which shall be recorded in the public records of Brevard County, Florida upon approval by the City.

VII. Conditions of Special Exception.

Developer has obtained approval from the City's Board of Adjustment for a special exception under Appendix A, Article XI, § 12(C)(1) of the City of Cocoa Code to permit Developer to construct and operate a Wal-Mart Supercenter which includes an enclosed automotive repair service component known as a Tire, Lube Express ("TLE"). Such

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special exception is subject to the following conditions:

a) The Special Exception shall not be effective until Developer has secured all the permits and approvals required by the City Code, and any permits required by regional, state, and federal agencies which are necessary for any development related to the Special Exception. Such permits shall be obtained within (18) months of the Board's approval, unless the Board grants the applicant additional time to obtain such permits based on reasonable delays and requirements caused by various permit procedures which may impact the (18) month time period;

b) The TLE shall be constructed in substantial conformity with the Site Plan as shown in Exhibit "B" which was submitted for review by the Board of Adjustment;

c) The TLE shall be conducted entirely within the enclosed structure;

d) If the TLE use discontinues for a period of greater than six (6) months, then the use shall become null and void; and

e) If the TLE use is extended, enlarged or expanded, a Special Exception approval shall be required.

VIII. Special Design Criteria.

The Project shall be constructed (subject to the terms and conditions of Section IV above) pursuant to the following design criteria, if any:

a) Developer agrees to build each phase of this Project in substantial conformity with the architectural renderings and plans which were submitted for review by the City Council, and which are attached and incorporated hereto in **Exhibit "B."**

IX. Additional Construction Standards.

Developer acknowledges that the construction of the Project will occur in an area that is heavily traveled and visited by pedestrians and vehicles. In order to assist in alleviating congestion during construction, Developer agrees to the following additional construction standards:

a) Primary access to the site for construction vehicles shall be limited to Highway 524 or Clearlake Road. Routing or staging of trucks and equipment through or within the surrounding neighborhoods is prohibited unless otherwise required under federal or state law.

b) Developer acknowledges Chapter 13.5 of the City Code regarding its regulation of noise. Developer shall exercise reasonable efforts to police its construction site to prohibit offensive noise as defined and provided for within the aforementioned Chapter of the City Code.

X. Periodic Review.

This Agreement shall be subject to periodic review by the parties. Periodically, the City and Developer agree to cooperate and meet in good faith to discuss the progress made under this Agreement and whether any amendments should be made to this Agreement in furtherance of each other's mutual interests.

XI. Cooperation and Further Assurances.

Developer and the City shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to initial, re-execute and re-deliver any and all documents subject to this Agreement previously executed by the parties hereto if deemed necessary or desirable by one or the other of the parties.

XII. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it is duly authorized to bind the Developer Property to the terms and conditions contained in this Agreement. Developer also represents that all legal and equitable title to the Developer Property will be vested in and held by Developer upon closing of the existing purchase contracts for the Developer Property. The City also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the City shall constitute the final approval of this Agreement by the City.

CFN:2003279488
OR Book/Page: 5047 / 0164

XIII. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail etc., addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer: Southeast Florida Real Estate Manager
WSE Management, LLC.
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Phone: 479-273-8277

With copy to: Wal-Mart Legal Department
Adele Lucas Esquire
Department 8313
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Phone: 479-204-0028

With copy to: Susan Motley, Esq.
Ruden, McClosky, et al.
200 E. Broward Blvd.
Ft. Lauderdale, FL 33301-1963
Phone: 954-527-2412

City: City of Cocoa
Attention: City Manager
603 Brevard Avenue
Cocoa, FL 32922
Phone: 321-639-7550

With copy to: City of Cocoa
Attention: Community Development Director
603 Brevard Avenue
Cocoa, FL 32922
Phone: 321-639-7563

CFN:2003279488
OR Book/Page: 5047 / 0165

With copy to: Anthony A. Garganese, Esq.
City Attorney for the City of Cocoa
Brown, Salzman, Weiss & Garganese, P.A.
225 E. Robinson Street – Suite 660
P.O. Box 2873
Orlando, FL 32802
Phone: 407-425-9566

XIV. Defaults.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

XV. Successors and Assigns.

This Agreement shall automatically be binding upon and shall inure to the benefit of the successors and assigns of each of the parties.

XVI. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

XVII. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

XVIII. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

CFN:2003279488
OR Book/Page: 5047 / 0166

XIX. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

XX. Effective Date.

This Agreement shall become effective upon approval by the City Council of Cocoa and execution of this Agreement by both parties (the "Effective Date").

XXI. Recordation.

A memorandum of this Agreement and any amendments hereto shall be recorded in the public records of Brevard County, Florida and shall run with the Developer Property. The memorandum shall be in a form mutually acceptable to the City and Developer and shall be recorded promptly after Developer receives a deed conveying the Developer Property to Developer. The memorandum shall include the legal description of the Developer Property.

XXII. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XXIII. Sovereign Immunity.

Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under state and federal law.

XXIV. City's Police Power.

The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

CFN:2003279488
OR Book/Page: 5047 / 0167

XXV. Force Majeure.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

XXVI. Interpretation.

The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

XXVII. Permits.

The failure of this Agreement to address any particular City, county, state, and federal permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction, where not otherwise preempted by this Agreement.

XXVIII. Third Party Rights.

This Agreement is not a third party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

XXIX. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

CFN:2003279488
OR Book/Page: 5047 / 0168

XXX. Declaration of the City Council of Cocoa.

The City Council of the City of Cocoa hereby finds that this Agreement is consistent with the City's Comprehensive Plan and land development regulations and is a legislative act of the City Council of the City. The City Council further finds that this Agreement promotes the public health, safety, and welfare and is consistent with, and an exercise of, the City's powers under the Municipal Home Rule Powers Act, as provided in s. 2(b), Article VIII of the Florida Constitution and Chapter 166.021, Florida Statutes, and the City's police powers.

XXXI. Conflict with City Code.

To the extent the City Council determines there is a specific conflict between the provisions of the City of Cocoa Code and this Agreement, the parties agree that the provisions of this Agreement shall control as if approved by the City Council as a legislative act.

IN WITNESS WHEREOF, Developer and the City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

[This area intentionally left blank, signature on next page]

CFN:2003279488
OR Book/Page: 5047 / 0169

Witnesses:

Print Name:

Print Name:

Assistant Secretary

WAL-MART STORES EAST, L.P., a Delaware limited partnership,

By: WSE MANAGEMENT, LLC, a Delaware limited liability company, its General Partner

By:
Robert M. Bedard
Its Assistant Vice-President

STATE OF ARKANSAS
COUNTY OF BENTON

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the state and County named above to take acknowledgments, personally appeared ROBERT M. BEDARD, as Assistant Vice President of WAL-MART STORES EAST, LP, a Delaware limited partnership whose general partner is WSE MANAGEMENT, LLC, a Delaware limited liability company, who is known to me personally or who produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 22nd day of August, 2003.

(NOTARY SEAL)
STATE OF ARKANSAS
CAROL WRIGHT
NOTARY PUBLIC
BENTON COUNTY
My Comm. Exp. Feb. 1, 2011

Notary Public Signature

CAROL WRIGHT
Typed or Printed Notary Name
Notary Public-State of Arkansas
Commission No.:
My commission expires: 02/01/2011

FTL:1018753:7

Approved as to legal terms only
by
WAL-MART LEGAL DEPT.
Date: 8-22-03

CFN:2003279488
OR Book/Page: 5047 / 0170

Witnesses:

Print Name: Joan Clark
JOAN CLARK

Print Name: Marylou Stearns
Marylou Stearns

CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida,

By: Judy J. Parrish
Judy J. Parrish
Its Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 11th day of August, 2003 by JUDY J. PARRISH, Mayor of the City of Cocoa, ☑ who is personally known to me and ☑ who did not take an oath.

(NOTARY SEAL)

Laura M. Mulholland
Notary Public Signature

LAURA M. MULHOLLAND
Typed or Printed Notary Name
Notary Public-State of _____
Commission No.:_____
My commission expires:_____

Laura M. Mulholland
MY COMMISSION # CC993473 EXPIRES
January 26, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

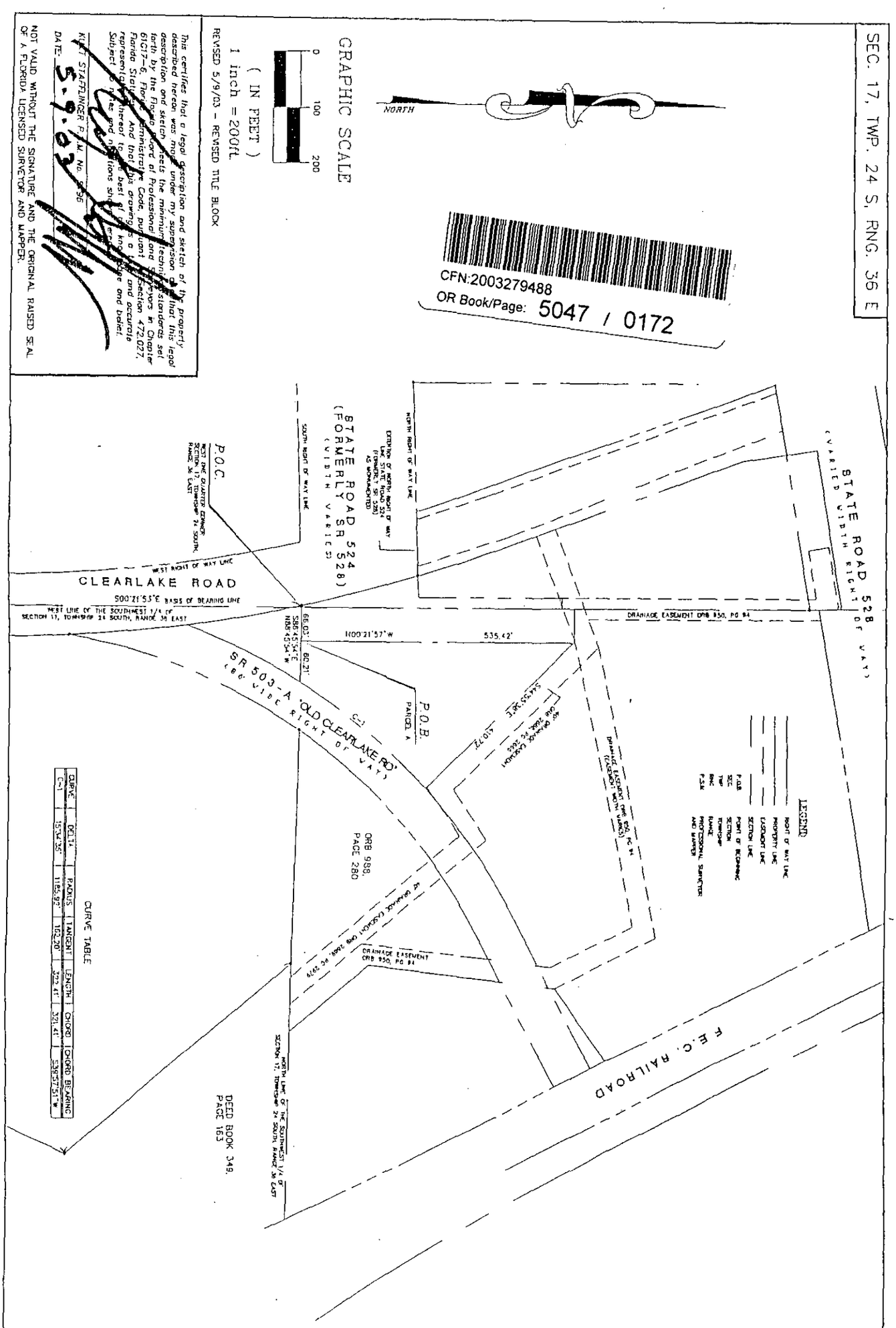
FTL:1018753:7

CITY OF COCOA
MAY 12 2003
RECEIVED
Planning & Zoning Division



CFN:2003279488
OR Book/Page: 5047 / 0171

EXHIBIT "A"
PARCEL A, B, C, D, and E



CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C-1	15°34'35"	1185.92'	162.20'	322.41'	321.41'	S39°57'51"W

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation hereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5796

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT A
SKETCH OF THE PROPOSED HELOW PURCHASE PARCEL A

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEQR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047253197
DRAWN BY	RJW
CHECKED BY	KS
APPROVED BY	KS
DATE PRINTED	12/9/02
DATE REVISED	12/9/02

SCALE: AS NOTED
SHEET NO.: 1 OF 2

Kimley-Horn and Associates, Inc.
Engineering
Planning
and
Environmental
Consultants
L.B. No. 696
Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION:
PROPOSED PURCHASE

PARCEL A:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST,

THENCE, BEARING SOUTH 88°45'54" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 66.03 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 00°21'57" WEST, A DISTANCE OF 535.42 FEET TO A POINT;

THENCE, BEARING SOUTH 44°55'38" EAST, A DISTANCE OF 410.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 503-A (OLD CLEARLAKE ROAD, AN 80 FOOT WIDE RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,185.92 FEET, A CENTRAL ANGLE OF 15°34'35" AND A CHORD DISTANCE OF 321.41 FEET BEARING SOUTH 39°57'51" WEST;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, AN ARC DISTANCE OF 322.41 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE AFORE SAID SECTION 17 AND A POINT OF NON-TANGENCY;

THENCE, BEARING NORTH 88°45'54" WEST, ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 84,861 SQUARE FEET OR 1.948 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.
3) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

CFN:2003279488
OR Book/Page: 5047 / 0173

REVISED 5/9/03 - REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER, P.S.M. No. 5491

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO.	047253197
DRAWN BY	DJT
CHECKED BY	KS
APPROVED BY	KS
DATE PRINTED	12/9/02
DATE REVISED	12/9/02

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPOSED HELOW PURCHASE
PARCEL A

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-8EQN-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: N/A

PROJECT NO.

2 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HELOW-A.dwg, 05/09/2003 09:12:45 AM, Kurt.Stafflinger

SEC. 17, TWP. 24 S, RNG. 36 E

CFN:2003279488
OR Book/Page: 5047 / 0174



GRAPHIC SCALE

0 100 200

(IN FEET)
1 inch = 200ft.

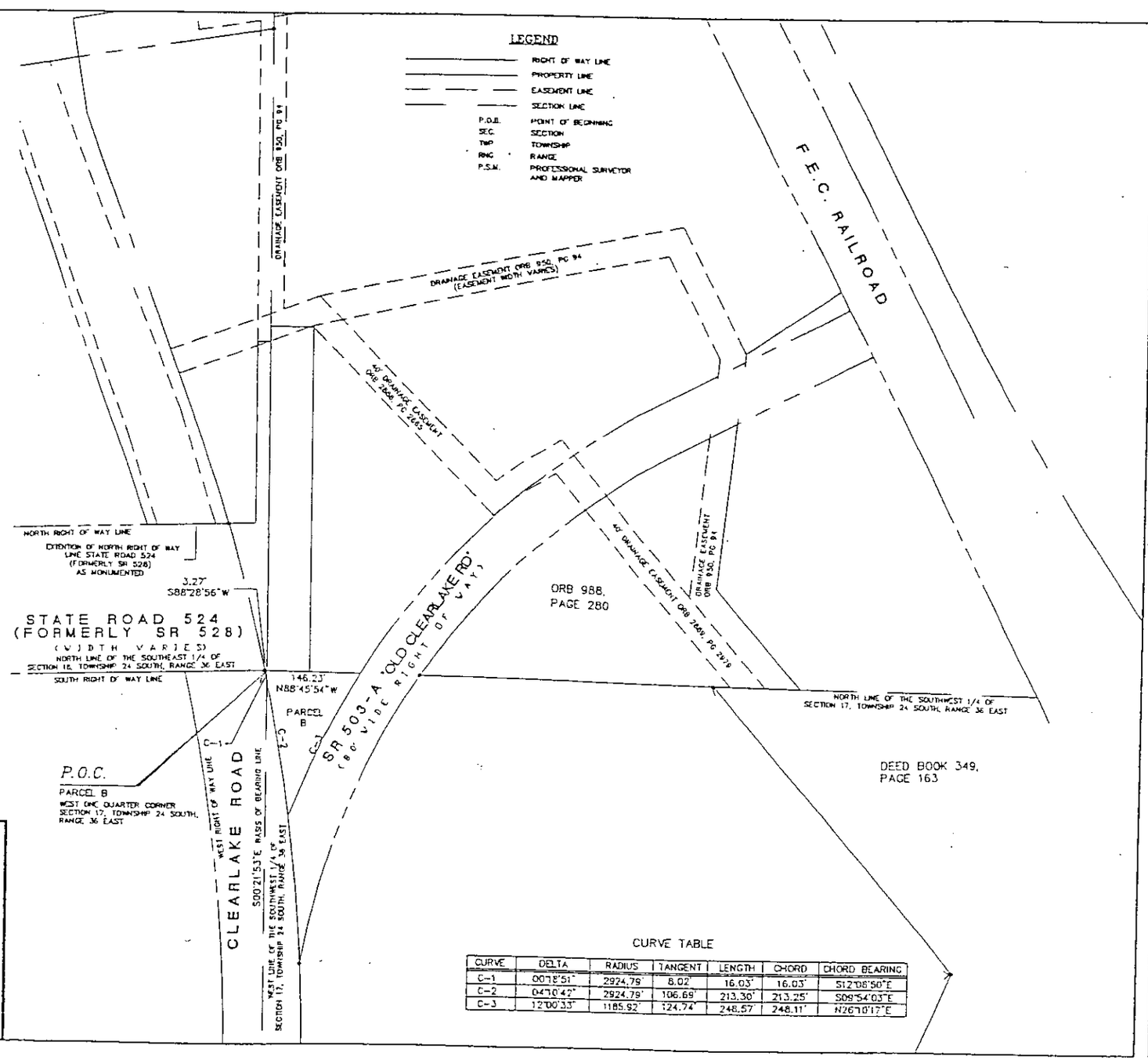
REVISED 5/9/03 - REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER, P.S.M. No. 5496

DATE: 5-09-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C-1	00°18'51"	2924.79'	8.02'	16.03'	16.03'	S12°08'50"E
C-2	04°10'42"	2924.79'	106.69'	213.30'	213.25'	S09°54'03"E
C-3	12°00'33"	1185.92'	124.74'	248.57'	248.11'	N26°10'17"E

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO.	047253.127
DRAWN BY	RJN
DESIGNED BY	KJS
APPROVED BY	KJS
DATE PLOTTED	12/9/02
DATE SURVEYED	12/9/02

EXHIBIT A
SKETCH OF THE PROPOSED HELOW PURCHASE
PARCEL B
WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-BEOR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: AS NOTED

SHEET NO.
1 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HELOW-B.dwg, 05/09/2003 09:26:08 AM, Kurt.Stafflinger

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION:
PROPOSED PURCHASE

PARCEL B:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17 AND SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST,

THENCE, BEARING SOUTH 88°28'56" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 3.27 FEET A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,924.79 FEET A CENTRAL ANGLE OF 00°18'51" AND A CHORD DISTANCE OF 16.03 FEET BEARING SOUTH 12°08'50" EAST,

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 16.03 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 18;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE HAVING A RADIUS OF 2,924.79 FEET A CENTRAL ANGLE OF 04°10'42" AND A CHORD DISTANCE OF 213.25 FEET BEARING SOUTH 09°54'03" EAST;

(PARCEL B - CONTINUED)
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.30 FEET TO A POINT OF CUSP AND THE INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 503-A, (OLD CLEARLAKE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,185.92 FEET, A CENTRAL ANGLE OF 12°00'33" AND A CHORD DISTANCE OF 248.11 FEET BEARING NORTH 26°10'17" EAST;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 248.57 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17 AND A POINT OF NON-TANGENCY;

THENCE, BEARING NORTH 88°45'54" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 146.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 15,401 SQUARE FEET OR 0.354 ACRES, MORE OR LESS.. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

CFN:2003279488
OR Book/Page: 5047 / 0175

REVISED 5/9/03 - REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYORS NOTES

1). THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.

2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.

3) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.

4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO.	047253197
DRAWN BY	DJR
CHECKED BY	KS
APPROVED BY	KS
DATE PLOTTED	12/9/02
DATE SAVED	12/9/02

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPOSED HELOW PURCHASE
PARCEL B
WAL★MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-BEOR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: N/A
SHEET NO. 2 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HELOW-B.dwg, 05/09/2003 09:2

SEC. 17, TWP. 24 S, RNG. 36 E



CFN:2003279488
OR Book/Page: 5047 / 0176

GRAPHIC SCALE

0 100 200

(IN FEET)
1 inch = 200ft.

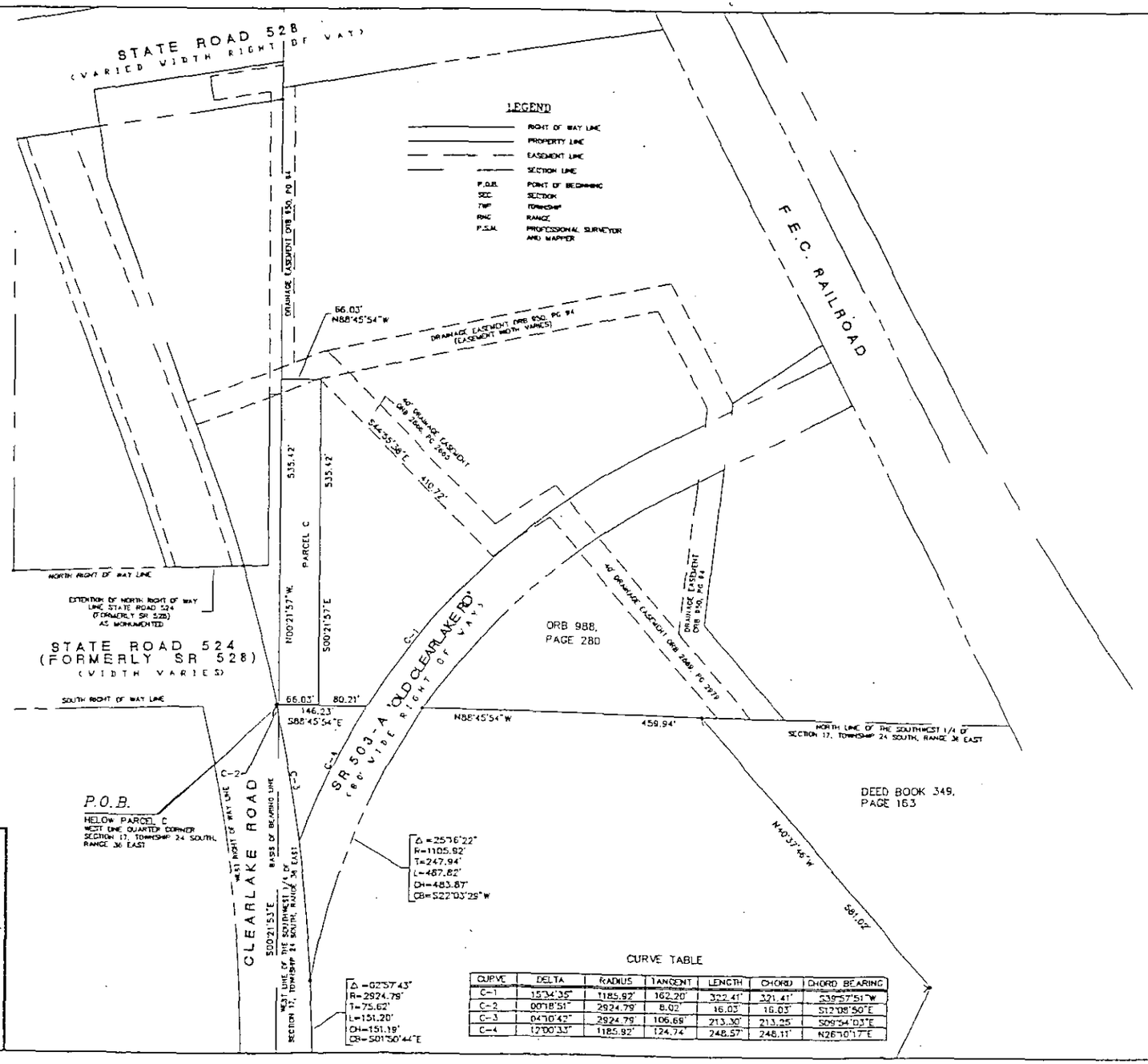
REVISED 5/09/03 - REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER, P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C-1	15°34'35"	1185.92'	162.20'	322.41'	321.41'	S39°57'51"W
C-2	00°18'51"	2924.79'	8.02'	16.03'	16.03'	S12°08'50"E
C-3	04°10'42"	2924.79'	106.69'	213.30'	213.25'	S09°54'03"E
C-4	12°00'33"	1185.92'	124.74'	248.57'	248.11'	N26°10'17"E

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

EXHIBIT A
SKETCH OF THE PROPOSED HELOW PURCHASE
PARCEL C
WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-BEGIN-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047233187
DRAWN BY	RJW
CHECKED BY	KS
APPROVED BY	KS
DATE PRINTED	12/9/02
DATE REVISED	12/9/02

SCALE: AS NOTED
SHEET NO.: 1 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HELOW-C.dwg, 05/09/2003 09:36:39 AM, Kurt.Staffinger

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION:
PROPOSED PURCHASE

PARCEL C:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17,TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN,BREVARD COUNTY, FLORIDA.
SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST,

THENCE, BEARING NORTH 00°21'57" WEST, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 535.42 FEET TO A POINT;

THENCE, BEARING SOUTH 88°45'54" EAST, A DISTANCE OF 66.03 FEET TO A POINT;

THENCE, BEARING SOUTH 00°21'57" EAST, A DISTANCE OF 535.42 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17;

THENCE, BEARING NORTH 88°45'54" WEST, ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 35,338 SQUARE FEET OR 0.811 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

CFN:2003279488
OR Book/Page: 5047 / 0177

REVISED 5/09/03 – REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that the drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT SLAFFLINGER P.S.M. No. 5490

DATE: 5.9.03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.
3) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

Kimley-Horn and Associates, Inc.
Engineering Planning and Environmental Consultants
L.B. No. 696
Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO. 047253197 | DRAWN BY TJT | CHECKED BY KJS | APPROVED BY KJS | DATE PRINTED 12/9/02 | DATE SURVEYED 12/9/02

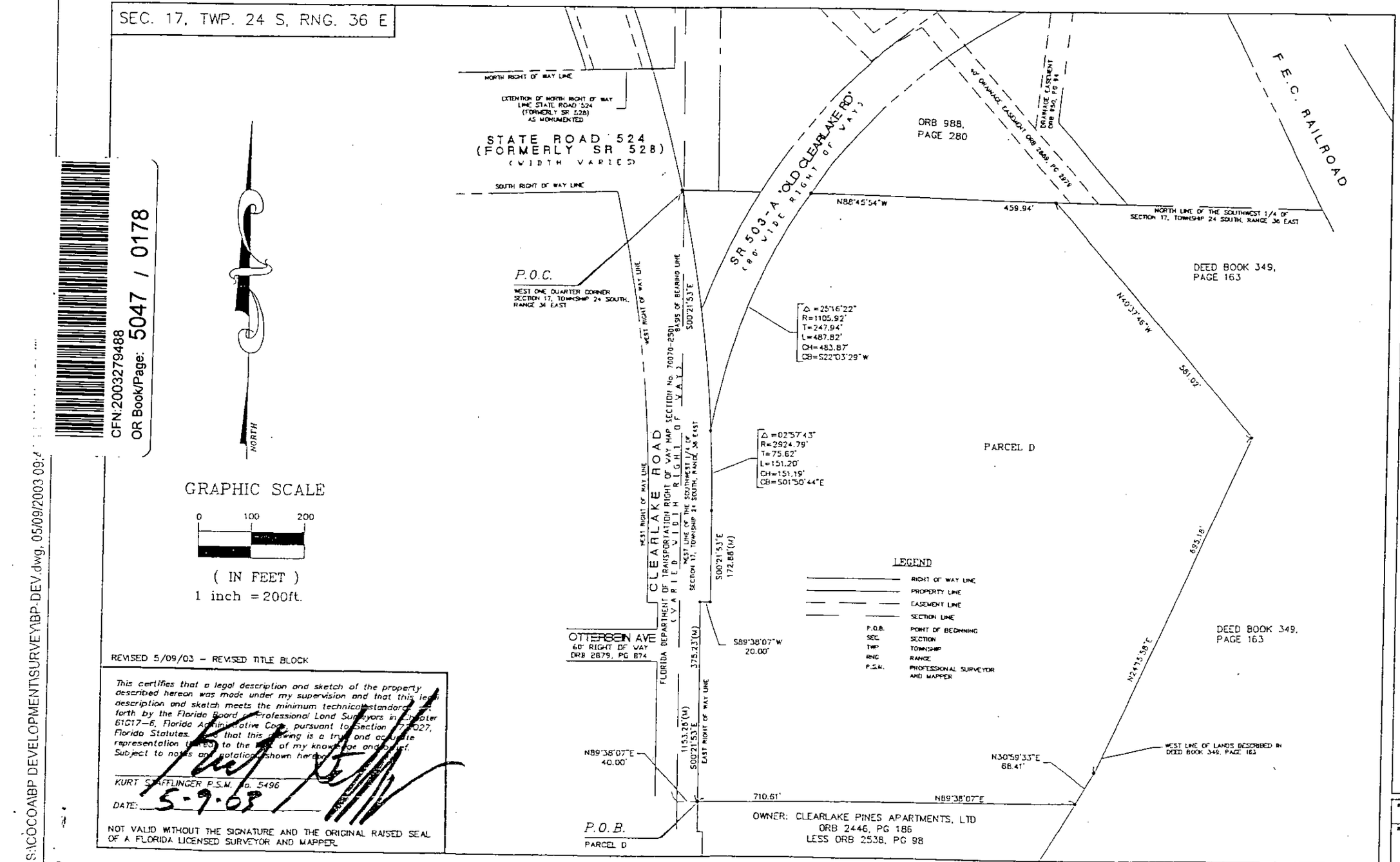
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPOSED HELOE PURCHASE
PARCEL C

WAL★MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEQR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: N/A
SHEET NO. 2 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HELOW-C.dwg, 05/09/2003 09:36:59 AM, Kurt.Slaffinger

SEC. 17, TWP. 24 S, RNG. 36 E



NORTH

GRAPHIC SCALE

0 100 200

(IN FEET)

1 inch = 200ft.

REVISED 5/09/03 – REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. I further certify that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

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Phone: 772-562-7981
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www.Kimley-Horn.com

JOB NO. 047253102	DRAWN BY DLN	CHECKED BY KS	APPROVED BY KS	DATE PRINTED 12/9/02	DATE CHANGED 12/9/02

EXHIBIT A

SKETCH OF THE PROPOSED BP DEVELOPMENT PURCHASE PARCEL D

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEDR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 100'

SHEET NO. 1 OF 2

CFN:2003279488
OR Book/Page: 5047 / 0178

S:\COCOA\BP DEVELOPMENT\SURVEY\BP-DEV.dwg, 05/09/2003 09:4

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION:
PROPOSED PURCHASE

PARCEL D:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE, BEARING SOUTH 00°21'35" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1153.26 FEET TO A POINT;

THENCE, LEAVING SAID WESTERLY LINE, BEARING NORTH 89°38'07" EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, AND ALSO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 89°38'07" EAST, A DISTANCE OF 710.61 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN DEED BOOK 349, PAGE 163, AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE, BEARING NORTH 30°59'33" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 68.41 FEET TO A POINT;

THENCE, BEARING NORTH 24°15'58" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 695.18 FEET TO A POINT;

THENCE, BEARING NORTH 40°37'46" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 581.02 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17 AND THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE 280, AS RECORDED IN AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

(PARCEL D - CONTINUED)
THENCE, LEAVING SAID WESTERLY LINE, BEARING NORTH 88°45'54" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 459.94 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 503-A, (OLD CLEARLAKE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,105.92 FEET, A CENTRAL ANGLE OF 25°16'22" AND A CHORD DISTANCE OF 483.87 FEET BEARING SOUTH 22°03'29" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 487.81 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,924.79 FEET A CENTRAL ANGLE OF 02°57'43" AND A CHORD DISTANCE OF 151.19 FEET BEARING SOUTH 01°50'44" EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.20 FEET TO A POINT;

THENCE, BEARING SOUTH 89°38'07" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, BEARING SOUTH 00°21'53" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 941,122 SQUARE FEET OR 21.605 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

REVISED 5/09/03 - REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. I further that this drawing is a true and accurate representation to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT TAFFLINGER P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CFN:2003279488 5047 / 0179
OR Book/Page:

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.
3) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

I.B. No. 696

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601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO.	DESIGNED BY	APPROVED BY	DATE PRINTED
047253197	ELR	KJS	12/9/02
DRAWN BY	CHECKED BY		DATE REVISED
ELR	KJS	KJS	12/9/02

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPOSED BP DEVELOPMENT PURCHASE
PARCEL D

WAL★MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEQH-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: N/A
SHEET NO.: 2 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\BP-DEV.dwg, 05/09/2003 09:44:32 AM, Kurt.Stafflinger

SEC. 18, TWP. 24 S, RNG. 36 E

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C1	04°56'15"	2924.79'	126.10'	252.05'	251.97'	N14°27'31"W

LINE TABLE

LINE	DISTANCE	BEARING
L1	15.76'	S00°21'53"E
L2	41.57'	N88°24'59"E
L3	19.79'	S90°00'00"E

CFN:2003279488
OR Book/Page: 5047 / 0180

NORTH

GRAPHIC SCALE

100 50 0

(IN FEET)
1 inch = 100 ft.

REVISED 5/09/03 -REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5486

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STATE ROAD 524 (FORMERLY SR 528)

EASTERLY RIGHT OF WAY LINE CLEARLAKE ROAD

L3

N00°21'57"W 281.74'

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

PARCEL C

P.O.B.

PARCEL E
EAST ONE QUARTER CORNER SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

L2

PARCEL E

S00°21'57"E

C1

511.11'

L1

PARCEL B

CLEARLAKE ROAD

OLD CLEARLAKE ROAD

EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BASIS OF BEARING LINE
S00°21'53"E

LEGEND

	RIGHT OF WAY LINE
	PROPERTY LINE
	EASEMENT LINE
	SECTION LINE
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER

Kimley-Horn and Associates, Inc.

Engineering
Planning
and
Environmental
Consultants

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JOB NO 047253.187
DRAWN BY BLC
CHECKED BY KJS
APPROVED BY KJS
DATE PRINTED 12/9/02
DATE REVISED 12/9/02

EXHIBIT A
SKETCH OF THE PROPOSED HOROWITZ PURCHASE
PARCEL E
WAL*MART, COCOA, FLORIDA
STORE # 174-00, RBC, C-192-BEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 100'
PROJECT NO.

1 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HORLEGAL.dwg, 05/09/200

SEC. 18, TWP. 24 S, RNG. 36 E

CFN:2003279488
OR Book/Page: 5047 / 0181

LEGAL DESCRIPTION:
PROPOSED PURCHASE

PARCEL E

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST;

THENCE, BEARING SOUTH 00°21'53" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 15.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (RIGHT OF WAY WIDTH VARIES) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 70070-2501, DATED 9/01/61, REVISED 4/14/80;

SAID POINT BEING THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 2924.79 FEET, A CHORD DISTANCE OF 251.97 FEET, BEARING NORTH 14°27'31" WEST;

THENCE, NORTHWESTERLY A DISTANCE OF 252.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'15", TO A POINT OF NON-TANGENCY;

THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 88°24'59" EAST, A DISTANCE OF 41.57 FEET TO A POINT;

THENCE, BEARING NORTH 00°21'57" WEST, A DISTANCE OF 281.74 FEET TO A POINT;

THENCE, SOUTH 90°00'00" EAST, A DISTANCE OF 19.79 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 18;

THENCE, BEARING SOUTH 00°21'57" EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 511.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12,650 *SQUARE FEET OR 0.290 ACRES, MORE* OF LESS, SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OT TITLE.

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.
3) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

REVISED 5/09/03 -REVISED TITLE BLOCK

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. I further certify that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and exceptions shown hereon.

KURT STAFFLINGER, P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

L.B. No. 696

Suite 400
601 21st Street
Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

JOB NO.	047253197
DESIGN BY	BLC
CHECKED BY	KS
APPROVED BY	KS
DATE PLOTTED	12/9/02
DATE DRAWN	12/9/02

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPOSED HOROWITZ PURCHASE
PARCEL E
WAL★MART, COCOA, FLORIDA
BTORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BTDEVELOPMENT SITE

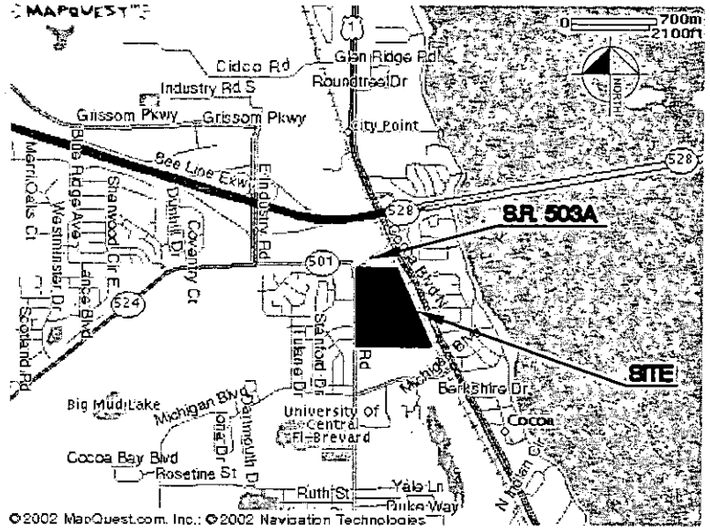
SCALE: N/A
SHEET NO.: 2 OF 2

S:\COCOA\BP DEVELOPMENT\SURVEY\HORLEGAL.dwg, 05/09/2

CFN:2003279488
OR Book/Page: 5047 / 0182

CITY OF COCOA
MAY 12 2003
RECEIVED
Planning & Zoning Division

EXHIBIT "B" (SITE PLAN)
W/ SIGNAGE EXHBITS

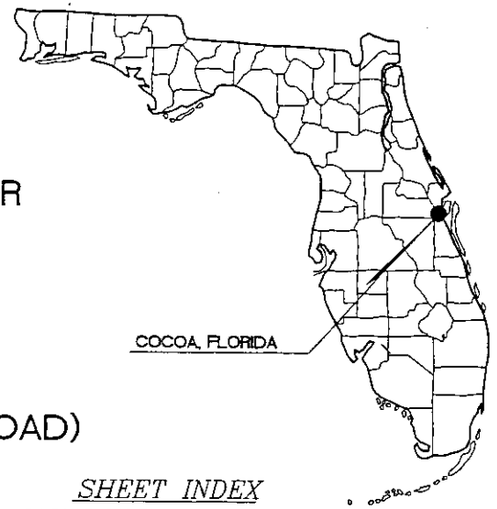


VICINITY MAP

SITE DEVELOPMENT PLANS

WAL★MART

STORE No. 174-03, RSC, C-192-SEGR-0R
CITY OF COCOA
BREVARD COUNTY, FLORIDA
BP DEVELOPMENT SITE
2800 CLEARLAKE ROAD (SR 501)
COCOA, FLORIDA
(SE CORNER S.R. 503A AND CLEARLAKE ROAD)



OWNER/DEVELOPER

WAL★MART STORES EAST, INC.
2001 SE 10th STREET
BENTONVILLE, AR. 72716-0550
(479) 273-4000

ENGINEER AND SURVEYOR

© 2003 Kimley-Horn and Associates, Inc.

Kimley-Horn and Associates, Inc.
SUITE 460
901 31st STREET
VERO BEACH, FL 32960
PHONE: 772-562-7981
FAX: 772-562-9939
E.B. NO. 696

UTILITY AND GOVERNING AGENCIES CONTACT LIST

WATER
CITY OF COCOA PUBLIC WORKS AND UTILITIES
600 SCHOOL STREET
COCOA, FL 32922
PEGGY TURNER
PHONE (321) 639-7626
FAX (321) 639-7663

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
3319 MAGUIRE BLVD. SUITE 232
ORLANDO, FL 32803
OSAMA MAHMOOD
PHONE (407) 893-3300
FAX (407) 897-2986

SANITARY SEWER
CITY OF COCOA PUBLIC WORKS AND UTILITIES
600 SCHOOL STREET
COCOA, FL 32922
PEGGY TURNER
PHONE (321) 639-7626
FAX (321) 639-7663

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
3319 MAGUIRE BLVD. SUITE 232
ORLANDO, FL 32803
CARY PADELL
PHONE (407) 893-3315
FAX (407) 897-3124

ELECTRIC
FLORIDA POWER AND LIGHT
7901 ELLIS ROAD
MELBOURNE, FL 32960
KELLY ROGERS
PHONE (321) 726-4865
FAX (321) 726-4853

CITY OF COCOA PLANNING AND ZONING
NELSON LAU
PLANNING-ZONING
603 BREVARD AVENUE
COCOA, FL 32922
PHONE (321) 639-7549
FAX (321) 639-7619

BUILDING DIVISION
PHIL CARUANA
603 BREVARD AVENUE
COCOA, FL 32904
PHONE (321) 639-7571
FAX (321) 639-7619

FIRE DEPARTMENT
VICTOR HIGGS
603 BREVARD AVENUE
COCOA, FL 32922
PHONE (321) 639-7806
FAX (321) 639-7619

NATURAL GAS
CITY GAS CO. OF FLORIDA
4180 S. HWY. US 1
ROCKLEDGE, FL 32955
JEROLD PIERCE
PHONE (321) 636-4544
FAX (321) 633-6733

STORM WATER
ST. JOHNS WATER RIVER MANAGEMENT DISTRICT
525 COMMUNITY COLLEGE PKWY.
PALM BAY, FL 32909
FARBORZ ZANGANEH
PHONE (321) 676-5630
FAX (321) 722-5357

CITY OF COCOA PUBLIC WORKS AND UTILITIES
600 SCHOOL STREET
COCOA, FL 32922
PEGGY TURNER
PHONE (321) 639-7626
FAX (321) 639-7663

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC OPERATIONS
DISTRICT FIVE
719 SOUTH WOODLAND BLVD.
DELAND, FL 3720-6800
MIKE CORNELIO
PHONE (386) 943-5315

FDOT PERMITTING DIVISION
555 CAMP ROAD
COCOA, FL 32922
JACK WEST
PHONE (321) 690-3241
FAX (321) 690-3229

LANDSCAPING AND TREE PRESERVATION
MARK DICK, LANDSCAPE ARCHITECT
603 BREVARD AVENUE
COCOA, FL 32922
PHONE (321) 639-7578

TELEPHONE
BELLSOUTH
517 HUGHLETT AVE.
COCOA, FL 32922
LEELAND CHEMERYS
PHONE (321) 690-2057
FAX (321) 639-2485

WORK WITHIN ROW
CITY OF COCOA ENGINEERING DEPT.
600 SCHOOL STREET
COCOA, FL 32922
PEGGY TURNER
PHONE (321) 639-7578
FAX (321) 639-7663

NOTES:
1. THE SITEWORK FOR THE WAL-MART PORTION OF THIS PROJECT SHALL MEET OR EXCEED THE "WAL-MART STANDARD SITEWORK SPECIFICATIONS."
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
3. ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

SHEET INDEX

~~S-1 BOUNDARY RETRACEMENT SURVEY~~
S-2 LEGAL DESCRIPTION, LEGEND OF SYMBOLS AND SURVEYORS REPORT
S-3 TOPOGRAPHIC SURVEY
S-4 TOPOGRAPHIC SURVEY
S-5 TOPOGRAPHIC SURVEY
C1 GENERAL NOTES
C2 OVERALL SITE LAYOUT PLAN
C3 SITE PLAN A
C4 SITE PLAN B
C5 PAVING, GRADING AND DRAINAGE PLAN A
C6 PAVING, GRADING AND DRAINAGE PLAN B
C7 UTILITY PLAN A
C8 UTILITY PLAN B
C9 PAVING, GRADING AND DRAINAGE DETAILS
C10 PAVING GRADING AND DRAINAGE DETAILS
C11 PAVING GRADING AND DRAINAGE DETAILS
C12 SANITARY SEWER PROFILES
C13 LIFT STATION DETAILS
C14 SANITARY SEWER DETAILS
C15 CITY OF COCOA SEWER TECHNICAL PROVISIONS - SEWER
C16 WATER DISTRIBUTION DETAILS
C17 CITY OF COCOA TECHNICAL PROVISIONS - WATER
C18 MISCELLANEOUS DETAILS
C19 MISCELLANEOUS DETAILS
C20 PHOTOMETRIC PLAN
C20A LIGHTING DETAILS
C21 EROSION AND SEDIMENT CONTROL PLAN/SITE MAP
C22 EROSION AND SEDIMENT CONTROL DETAILS
C23 EXISTING CONDITIONS DRAINAGE MAP A
C24 EXISTING CONDITIONS DRAINAGE MAP B
~~C25 COORDINATE CONTROL AND HORIZONTAL LAYOUT PLAN~~
L-1A LANDSCAPE PLAN
L-1B LANDSCAPE PLAN
L-2A REVEGETATION PLAN
L-2B REVEGETATION PLAN
L-3 LANDSCAPING AND IRRIGATION DETAILS
IR-1A IRRIGATION PLAN
IR-1B IRRIGATION PLAN
W1 WETLAND IMPACT PLAN A
W2 WETLAND IMPACT PLAN B
W3 SR 524 ROADWAY IMPROVEMENTS OFF-SITE WETLAND IMPACT PLAN
W4 CLEARLAKE ROAD IMPROVEMENTS OFF-SITE WETLAND IMPACT PLAN
~~ST1-ST3 RETAINING WALL PLANS~~
~~R1-R16 OFF-SITE ROADWAY IMPROVEMENT PLANS~~
~~T1-T16 MAINTENANCE OF TRAFFIC PLANS~~
~~(NO REFERENCE) FDOT MAINTENANCE OF TRAFFIC INDICES~~
~~T1-T5 SIGNALIZATION PLANS~~

CITY OF COCOA
JUN 20 2003
RECEIVED
Planning & Zoning Division

SEAL

DAVID T. CORRE
FL PE NO. 49208
DATE

JOB No. 047253197

CFN:2003279488
OR Book/Page: 5047 / 0183

SUBMITTAL #6 - FINAL FOR COUNCIL CONSIDERATION.

CFN:2003279488
OR Book/Page: 5047 / 0184

SEC. 17 AND 18, TWP. 24 S. RNG. 36 E

LAWYERS TITLE INSURANCE CORPORATION
FILE NUMBER 50112290
EFFECTIVE DATE:FEBRUARY 21, 2003 AT 6:00 A.M.

PARCEL A:

[illegible]

PARCEL B:

[illegible]

PARCEL C:

[illegible]

PARCEL D:
B.P. DEVELOPMENT SOUTHWEST, INC.

[illegible]

PARCEL E:
CHARLES B HOROWITZ PROPERTIES INC.

[illegible]

SCHEDULE B – SECTION 2
EXCEPTIONS

[illegible]

LEGEND OF SYMBOLS

[illegible]

THE ABOVE PARCELS A, B, C, D AND E LEGAL DESCRIPTION BY SURVEYOR

PARCEL A:

[illegible]

PARCEL B:

[illegible]

PARCEL C:

[illegible]

PARCEL D:

[illegible]

PARCEL E:

[illegible]

LEGAL DESCRIPTION: PROPOSED RIGHT OF WAY VACATION

[illegible]

LEGAL DESCRIPTION: PROPOSED RIGHT OF WAY TO BE DEDICATED TO F.D.O.T.

[illegible]

PARCEL 2 (BY SURVEYOR):

[illegible]

PARCEL 1 (BY SURVEYOR):

[illegible]

REFERENCE DRAWINGS

[illegible]

SURVEYORS REPORT

DATA SOURCES:

[illegible]

LIMITATIONS:

[illegible]

ABBREVIATIONS

[illegible]

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LB 696

KHA NO. 047285187
DATE: 4/03/03

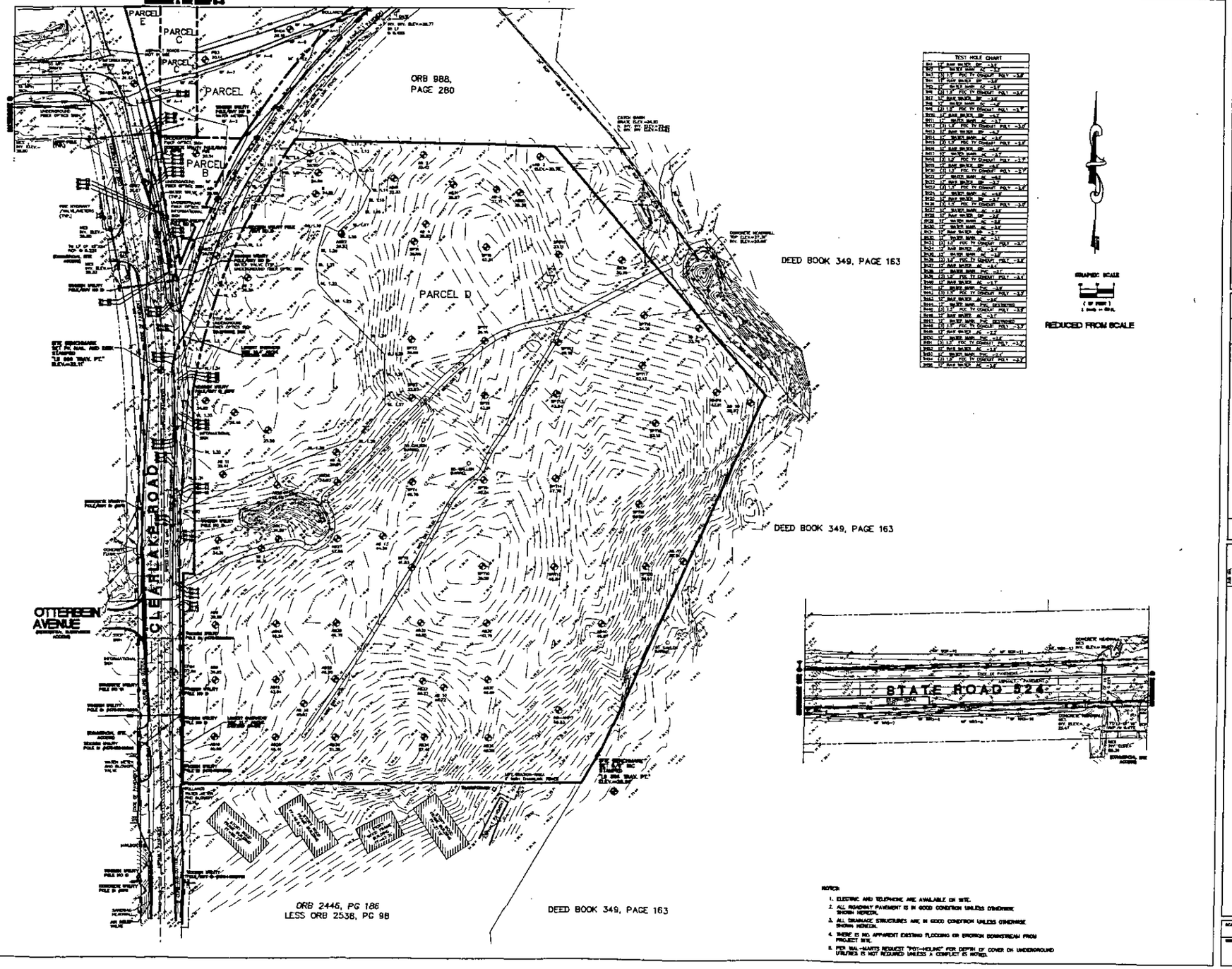
LEGAL DESCRIPTION, LEGEND OF SYMBOLS AND SURVEYORS REPORT

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-BECR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE N/A

SHEET No. S-2

CFN:2003279488
OR Book/Page: 5047 / 0185



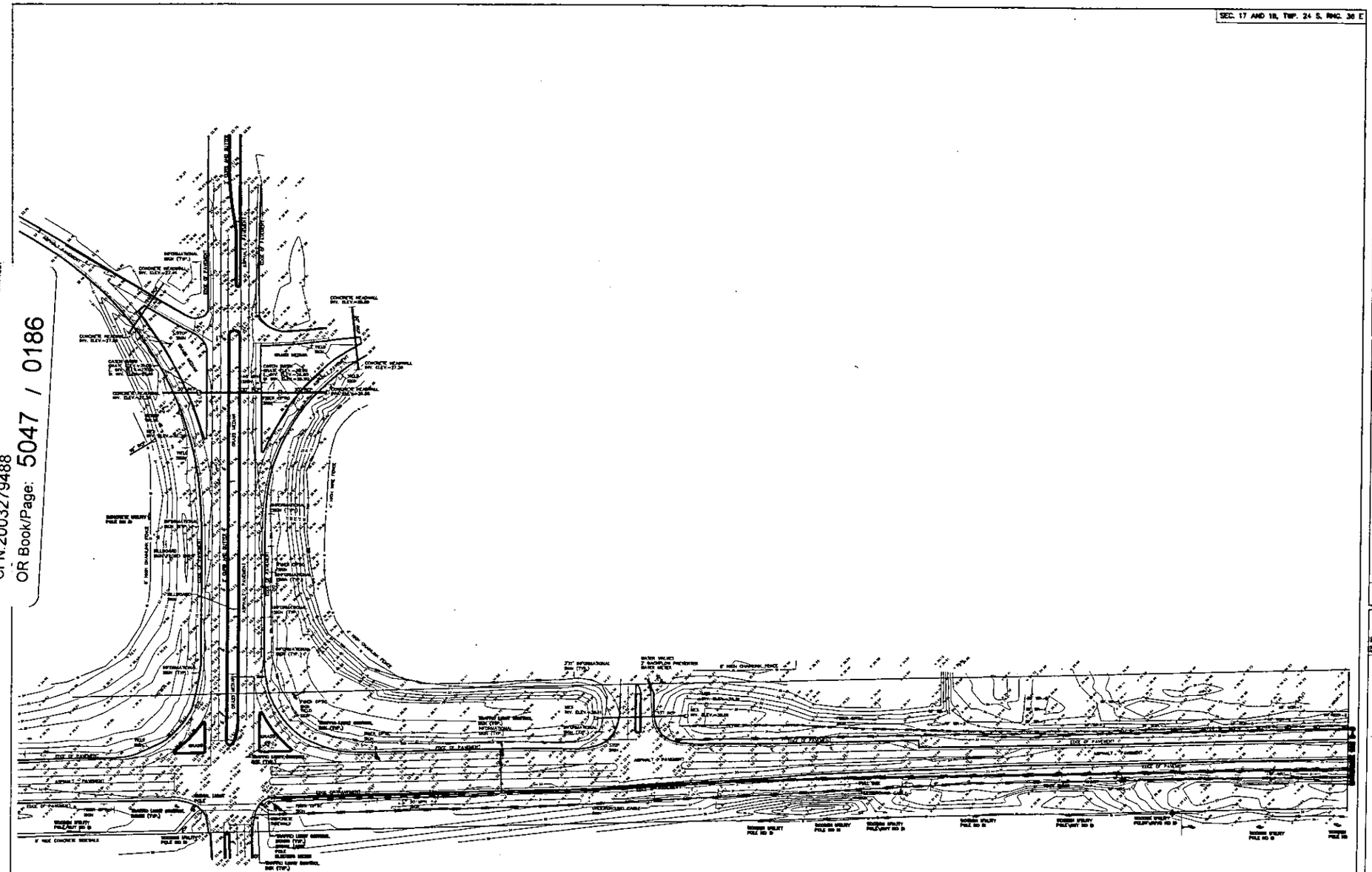
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TOPOGRAPHIC SURVEY
WAL*MART, COCOA, FLORIDA
STORE # 174-03, REC, C-192-SE/OP-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

1" = 60'

B-8

CFN:2003279488
OR Book/Page: 5047 / 0186



SEC. 17 AND 18, TWP. 24 S, RNG. 36 E

NOTES:

1. ELECTRIC AND TELEPHONE ARE AVAILABLE ON SITE.
2. ALL ROADWAY PAVEMENT IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN HEREON.
3. ALL DRAINAGE STRUCTURES ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN HEREON.
4. THERE IS NO APPARENT EXISTING FLOODING OR EROSION DOWNSTREAM FROM PROJECT SITE.
5. PER WAL-MART'S REQUEST "POT-HOLING" FOR DEPTH OF COVER ON UNDERGROUND UTILITIES IS NOT REQUIRED UNLESS A CONFLICT IS NOTED.

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TOPOGRAPHIC SURVEY

WAL-MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-32-BEAR-GR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

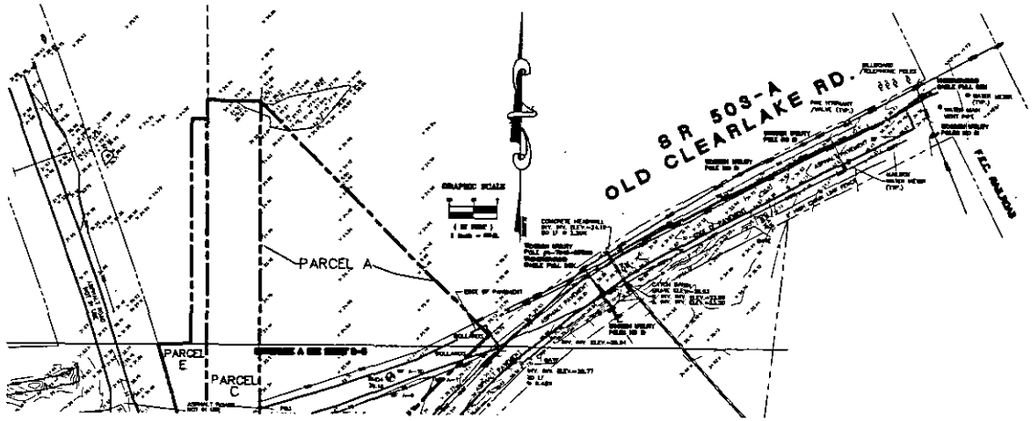
1" = 60'

S-4

CFN:2003279488
OR Book/Page: 5047 / 0187

SEC. 17 AND 18, TWP. 24 S, RNG. 36 E

REDUCED FROM SCALE



NOTES:

1. ELECTRIC AND TELEPHONE ARE AVAILABLE ON SITE.
2. ALL ROADWAY PAVEMENT IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN HEREON.
3. ALL DRAINAGE STRUCTURES ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN HEREON.
4. THERE IS NO APPARENT EXISTING FLOODING OR EROSION DOWNSTREAM FROM PROJECT SITE.
5. PER BAL-HARTS REQUEST "POT-HOLING" FOR DEPTH OF COVER ON UNDERGROUND UTILITIES IS NOT REQUIRED UNLESS A CONFLICT IS NOTED.

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LB 696

TOPOGRAPHIC SURVEY

WAL*MART, COCOA, FLORIDA
STORE # 974-03, REC, C-19Z-REGH-OR
CITY OF COCOA, FLORIDA
SF DEVELOPMENT SITE

1" = 80'

8-6

UTILITY NOTES

1. ALL FILL MATERIALS ARE TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.

2. CONTRACTOR SHALL NOTIFY THE UTILITIES AUTHORITY INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.

3. UNDERGROUND LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.

4. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING WATER MAINS, FORCE MAINS, SANITARY SEWER AND STORM MAINS AND MAINTAIN MINIMUM CLEARANCES BETWEEN WATER MAINS AND OTHER UTILITIES AT ALL POINTS ALONG THEIR LENGTH AS REQUIRED IN THE PLANS, DETAILS AND SPECIFICATIONS.

6. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

7. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE SPECIFICATIONS OF THE CITY OF COCOA WITH REGARD TO MATERIALS AND INSTALLATION OF WATER AND SEWER LINES. REFER TO THE TECHNICAL SPECIFICATIONS FOR WATER AND SEWER WITHIN THE DRAWINGS.

8. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.

9. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.

10. THE ENTIRE FIRE SERVICE FROM BUILDING TO CONNECTION POINT IS TO BE INSTALLED BY A LICENSED UTILITY CONTRACTOR HOLDING A "CONTRACTOR V" LICENSE IN ACCORDANCE WITH CH. 489 OF THE FLORIDA STATUTES.

11. BACTERIOLOGICAL SAMPLE POINTS SHALL BE PLACED IN THE LOCATIONS SHOWN AND AS REQUIRED BY THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION.

12. A MINIMUM OF 20 L.F. OF DUCTILE IRON PIPE SHALL BE USED FOR THE LAST PIPE LENGTH INTO THE LIFT STATION.

13. ALL BACKFLOW PREVENTION DEVICES SHALL CONFORM TO AWWA M-14.

14. ALL WATER MAIN PIPING SHALL CONFORM TO AWWA C-900-97 IF PVC AND AWWA C-151-96 IF DUCTILE IRON, UNLESS OTHERWISE NOTED.

15. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.

16. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.

17. TREES SHALL BE PLACED SO AS TO AVOID BURIED UTILITIES.

18. NO LANDSCAPE PLANTS, OTHER THAN SOD, SHALL BE PLACED WITHIN A 3' RADIUS AROUND FIRE HYDRANTS.

19. ALL UTILITY MAIN LENGTHS SHOWN ARE APPROXIMATE.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK AND ALL OTHER DELETERIOUS MATERIAL.

2. ALL EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME THE DRAWINGS WERE PREPARED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. THE LOCATIONS SHOWN ARE FOR BIDDING PURPOSES ONLY. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

3. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 72 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

4. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND BONDS PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

6. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

7. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COST WILL BE THE CONTRACTORS RESPONSIBILITY.

9. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

10. ALL MANHOLE TOP ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL SET MANHOLE TOPS LEVEL WITH FINISH PAVEMENT GRADES OR, IN UNPAVED AREAS, 6" ABOVE SURROUNDING GRADES.

11. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, BUILDING UTILITY ENTRANCE LOCATIONS/INVERTS, EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, EXIT PORCHES, RAMPS, TRUCK DOCKS, DOWNSPOUTS, BOLLARDS IN BUILDING SIDEWALKS AND AT TRUCK WELL RETAINING WALLS. ALSO REFER TO ARCHITECTURAL PLANS FOR LOCATIONS AND MOUNTING INSTRUCTIONS FOR WALL MOUNTED SIGNS.

12. MONUMENT OR PYLON SIGNS SHALL BE CONSTRUCTED BY OTHERS. THE CONTRACTOR SHALL STUB CONDUIT AND WIRING TO SIGN LOCATIONS AS PART OF THIS CONTRACT.

13. ALL FLOOD LIGHTS AND LIGHT FIXTURES FOR TRUCK DOCKS AND DELIVERY AREAS SHALL BE WIRED TO A SEPARATE CIRCUIT FOR SECURITY LIGHTING.

POLE MOUNTED SECURITY CAMERA NOTES PER LOSS PREVENTION

A PULL BOX SHALL BE LOCATED WITHIN THE SIDEWALK AREA OR AS CLOSE TO THE BUILDING AS POSSIBLE. THE CONDUITS FROM THE BUILDING TO THE FIRST PULL BOX SHALL BE 3" DIAMETER CARLON TYPE "DB" DIRECT BURIAL TELEPHONE DUCT OR 3" SCHEDULE 40 PVC. INSTALL GALVANIZED PULL WIRE OR PURPLE POLYPROPYLENE/POLYETHYLENE ROPE WITH A MINIMUM PULLING TENSION OF 100 POUNDS. THE MINIMUM BURIAL DEPTH SHALL BE 24". INSTALL AN ORANGE DETECTABLE HAZARD TAPE WITH INTEGRAL "BURIED CABLE" WORDING, 12" ABOVE CONDUIT. WHEN THE SECURITY CAMERA LIGHT POLES ARE LOCATED FURTHER THAN 400 FEET FROM THE FIRST PULL BOX THAT IS NEXT TO THE BUILDING, EXTEND THE TWO (2) 3" CONDUITS FROM THE FIRST PULL BOX TO A SECOND PULL BOX.

EACH SECURITY CAMERA LIGHT POLE SHALL HAVE DEDICATED CONDUITS FROM THE NEAREST PAVED AREA PULL BOX TO THE LIGHT POLE BASE JUNCTION BOX. THE FINAL PORTION OF THE LOSS PREVENTION CONDUITS THAT ARE STUBBED UP INTO THE LIGHT POLE BASE JUNCTION BOX SHALL BE (1) 1" FOR POWER AND (1) 1-1/4" FOR SIGNAL. THE CONDUIT SHALL BE CARLON TYPE "DB" DIRECT BURIAL TELEPHONE DUCT OR SCHEDULE 40 PVC. INSTALL GALVANIZED PULL WIRE OR PURPLE POLYPROPYLENE/POLYETHYLENE ROPE WITH A MINIMUM PULLING TENSION OF 100 POUNDS. THE MINIMUM BURIAL DEPTH SHALL BE 24". INSTALL AN ORANGE DETECTABLE HAZARD TAPE WITH INTEGRAL "BURIED CABLE" WORDING, 12" ABOVE CONDUIT. THE 24VAC POWER CONDUIT AND VIDEO SIGNAL CONDUIT SHALL BE STUBBED UP TOGETHER IN THE LIGHT POLE BASE JUNCTION BOX AND SHALL BE SEPARATED FROM THE 480VAC LIGHT FIXTURE JUNCTION POWER BY A DIVIDER PLACED IN THE LIGHT POLE BASE JUNCTION BOX.

ALL CHANGES IN DIRECTION OF THE CONDUIT SHALL UTILIZE STANDARD SWEEPS WITH A MINIMUM BENDING RADIUS LISTED IN THE NEC. NO MORE THAN (2) 90-DEGREE BENDS WILL BE ALLOWED BETWEEN PULLING POINTS, OR A TOTAL OF 180 DEGREES COMBINED IN SEVERAL BENDS. PULL BOXES SHALL BE LOCATED EVERY 400 FEET UNLESS THE COMBINED TOTAL OF BENDS REQUIRES ADDITIONAL BOXES.

ALL PULL BOXES LOCATED IN PAVED AREAS SUBJECT TO TRUCK TRAFFIC SHALL BE "H-20" LOAD RATED. THE TYPICAL PULL BOX SIZE WILL BE 17" X 30" X 26" "QUAZITE" PG1730BA28 BOX WITH PG1730HHOO LID, OR APPROVED EQUAL. DEEPER BOXES MAY BE REQUIRED WHEN THE CONDUIT ALIGNMENT IS AFFECTED BY OTHER UTILITIES. THE PULL BOX SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATION WITH A CONCRETE COLLAR AND A MINIMUM OF 6" OF GRAVEL COMPACTED PER PROJECT SPECIFICATIONS. THE 24VAC POWER AND VIDEO SIGNAL CONDUITS ARE TO BE ISOLATED BY A DIVIDER PLACED IN THE PAVED AREA PULL BOX.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION'S (F.D.O.T.'S) RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH F.D.O.T.'S SPECIFICATIONS AND STANDARDS.(LATEST EDITION)

2. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CITY OF COCOA & FDOT SPECIFICATIONS AND STANDARDS. (LATEST EDITION)

3. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.

4. TRAFFIC CONTROL ON ALL FDOT AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

5. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.

6. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.

7. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III, AND INSTALLED IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES LATEST REQUIREMENTS AND SPECIFICATIONS. UNLESS OTHERWISE INDICATED ON THE PLANS OR THE SPECIFICATIONS, ALL CONCRETE USED ON THE SITE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5' CENTERS AND EXPANSION JOINTS PLACED ON 25' CENTERS. PAVEMENT JOINTS SHALL BE SPACED AT 12' CENTERS MAXIMUM.

8. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON ON SHEET C9 AND PER FDOT SPECIFICATIONS.

9. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2' DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.

10. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

11. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN LIMEROCK. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED.

12. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE DESILTED AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.

13. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER PRIOR TO EXCAVATION.

14. STRIP TOPSOIL AND ORGANIC MATTER AND PAVING MATERIAL FROM ALL AREAS UNDER THE BUILDING AND PAVEMENT AREAS. TOPSOIL MAY BE STOCKPILED ON SITE FOR REPLACEMENT ON SLOPES IN GREEN AREAS.

15. FIELD DENSITY TESTS SHALL BE TAKEN AT A FREQUENCY AS REQUIRED IN THE SPECIFICATIONS.

16. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.

17. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE SHOWN.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

19. ALL STRUCTURES ARE TO CONFORM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS. CURB INLETS SHALL BE FDOT INDEX 211, CATCH BASINS SHALL HAVE TRAFFIC BEARING, RETICULINE GRATES INDEX 232 AND FDOT INDEX 200 STRUCTURE BOTTOMS AS REQUIRED. CONCRETE ENDWALLS SHALL BE FDOT INDEX 250 AND MANHOLES (M.H.) SHALL BE FDOT INDEX 201 TOPS WITH FDOT INDEX 200 STRUCTURE BOTTOMS SIZED AS REQUIRED. MITERED END SECTIONS SHALL BE SIZED AS REQUIRED. MITERED END SECTIONS SHALL BE FDOT INDEX 272 OR 273 AS REQUIRED.

20. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.

21. SOD MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.

22. STORM WATER RETENTION AND DETENTION STORAGE MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED PRIOR TO FINAL GRADING AND STABILIZATION.

23. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.

24. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT VEGETATIVE PROTECTIVE COVER FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. THE PROTECTIVE COVER MUST BE INSTALLED WITHIN FOURTEEN DAYS AFTER FINAL GRADING OF THE AFFECTED LAND SURFACE. A PERMANENT VEGETATIVE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.

25. PLAN ELEVATIONS ARE BASED ON N.G.V.D. 1929.

26. ALL CURB CUT RAMPS SHALL MEET FDOT INDEX 304 REVISED 7-24-02.

PAD PREPARATION NOTE

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 10 FEET BEYOND THE BUILDING AND APPURTENANCES. APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDING PROPER (REFER TO DRAWING SHEET SP1), TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GARDEN CENTER, PORCHES, RAMPS, STOOPS, TRUCK WELLS/DOCKS, CONCRETE APRONS AT THE AUTOMOTIVE CENTER, COMPACTOR PAD, ETC. THE SUBBASE, AND THE VAPOR BARRIER, WHERE REQUIRED, DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND THE APPURTENANCES.

ESTABLISH THE FINAL SUBGRADE ELEVATION AT 7 INCHES BELOW FINISHED FLOOR ELEVATION TO ALLOW FOR A 4-INCH SLAB, OR AT 8-1/2 INCHES BELOW THE FINISHED CONCRETE ELEVATION WHEN USING A 5-1/2 INCH SLAB TO ALLOW FOR THE SLAB THICKNESS AND A 3-INCH THICK GRANULAR AGGREGATE MATERIAL OVER THE VAPOR BARRIER. THE UPPER 12 INCHES OF THE SUBGRADE (SUBBASE) SHALL BE STABILIZED TO A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 50%. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS FOR ALL CUT AND FILL DEPTHS REQUIRED.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, AND BELOW-GRADE STRUCTURES SHALL BE REMOVED FROM THE BUILDING AREA. REMOVE SURFACE VEGETATIONS, TOPSOIL, ROOT SYSTEMS, ORGANIC MATERIAL, EXISTING FILL AND SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE BUILDING AREA. PROOFROLL EXPOSED SUBGRADE. REMOVE AND REPLACE UNSUITABLE AREAS WITH SUITABLE MATERIAL. FILL MATERIAL SHALL BE FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE	P.I.	L.L.
BUILDING AREA, BELOW UPPER 4 FEET	10 MAX.	25 MAX.
BUILDING AREA, UPPER 4 FEET	NP	NP

(NOTE: NP MEANS "NON-PLASTIC")

FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) AT A MOISTURE CONTENT WITHIN 2 PERCENT BELOW TO 2 PERCENT ABOVE THE OPTIMUM.

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS SPREAD FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WAL-MART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. ADDITIONAL RECOMMENDATIONS MAY ALSO BE FOUND IN THE GEOTECHNICAL REPORT PREPARED BY DUNKELBERGER ENGINEERING & TESTING, INC., DATED FEBRUARY 28, 2002 (GEOTECHNICAL REPORT IS FOR INFORMATION ONLY AND IS NOT A CONSTRUCTION SPECIFICATION).

CONDUIT FOR FIBER OPTIC CABLE

PROVIDE A CONDUIT ROUTED FROM THE WAL-MART BUILDING TO THE PULL BOX IN THE TRAFFIC ISLAND AS SHOWN ON PLAN SHEET C7

2" CONDUIT:

THE CONDUIT SHALL BE 2" DIAMETER CARLON TYPE "DB" DIRECT BURIAL TELEPHONE DUCT OR 2" SCHEDULE 40 PVC. INSTALL GALVANIZED PULL WIRE OR PURPLE PROPYLPOLYETHYLENE ROPE WITH A MINIMUM PULLING TENSION OF 100 POUNDS. THE MINIMUM BURIAL DEPTH SHALL BE 24". INSTALL AN ORANGE DETECTABLE HAZARD TAPE WITH INTEGRAL "BURIED FIBER OPTIC CABLE" WORDING, 12" ABOVE THE CONDUIT.

ALL CHANGES IN DIRECTION OF THE CONDUIT WILL REQUIRE LONG FACTORY SWEEPS (NOT STANDARD SWEEPS) WITH RADIUS NOT LESS THAN 10 TIMES THE DIAMETER OF THE CONDUIT. NO MORE THAN TWO 90-DEGREE BENDS WILL BE ALLOWED BETWEEN PULLING POINTS, OR A TOTAL OF 180 DEGREES COMBINED IN SEVERAL BENDS. PULL BOXES SHALL BE LOCATED EVERY 450 FEET UNLESS THE COMBINED TOTAL OF BENDS REQUIRES ADDITIONAL BOXES. CONDUIT SHOULD ENTER AND EXIT THE PULL BOXES 180 DEGREES APART.

PULL BOXES:

THE TYPICAL PULL BOX SIZE WILL BE 18" X 24" X 24". DEEPER BOXES MAY BE REQUIRED WHEN THE CONDUIT ALIGNMENT IS AFFECTED BY OTHER UTILITIES. THE PULL BOX SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS WITH A CONCRETE COLLAR AND A MINIMUM OF 8" OF GRAVEL COMPACTED PER THE PROJECT SPECIFICATIONS.

IF USING A PULL BOX TO CHANGE DIRECTION, THE MINIMUM BOX SIZE SHALL BE 48" X 48" X 24" PRE-CAST CONCRETE WITH SEPARATE MANHOLE LID AND COLLAR.

BUILDING ENTRANCE:

A PULL BOX SHALL BE LOCATED AS CLOSE TO THE BUILDING AS POSSIBLE, WITH A SWEEP MAKING THE VERTICAL BEND INTO THE BUILDING.

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
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DAVID T. CORRIE, P.E.
FL. P.E. NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 047253197
DRAWN BY SJR
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

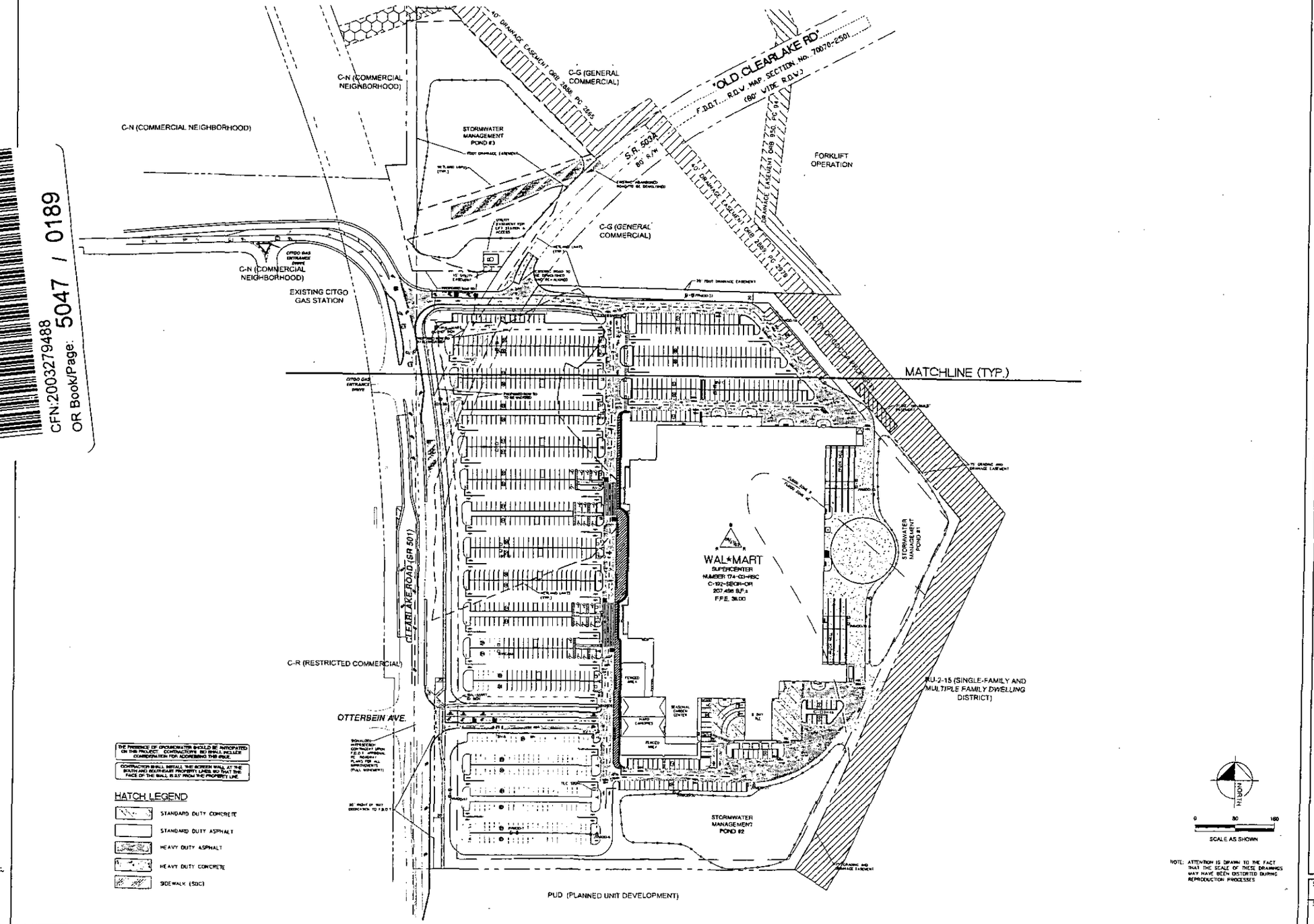
GENERAL NOTES

WAL*MART/COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE N.A.
SHEET NO. C1

CFN:2003279488
OR Book/Page: 5047 / 0188

CFN:2003279488
OR Book/Page: 5047 / 0189



NOTE: ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES

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FL P.E. NO. 49208
DATE

NO.	REVISION	BY	DATE

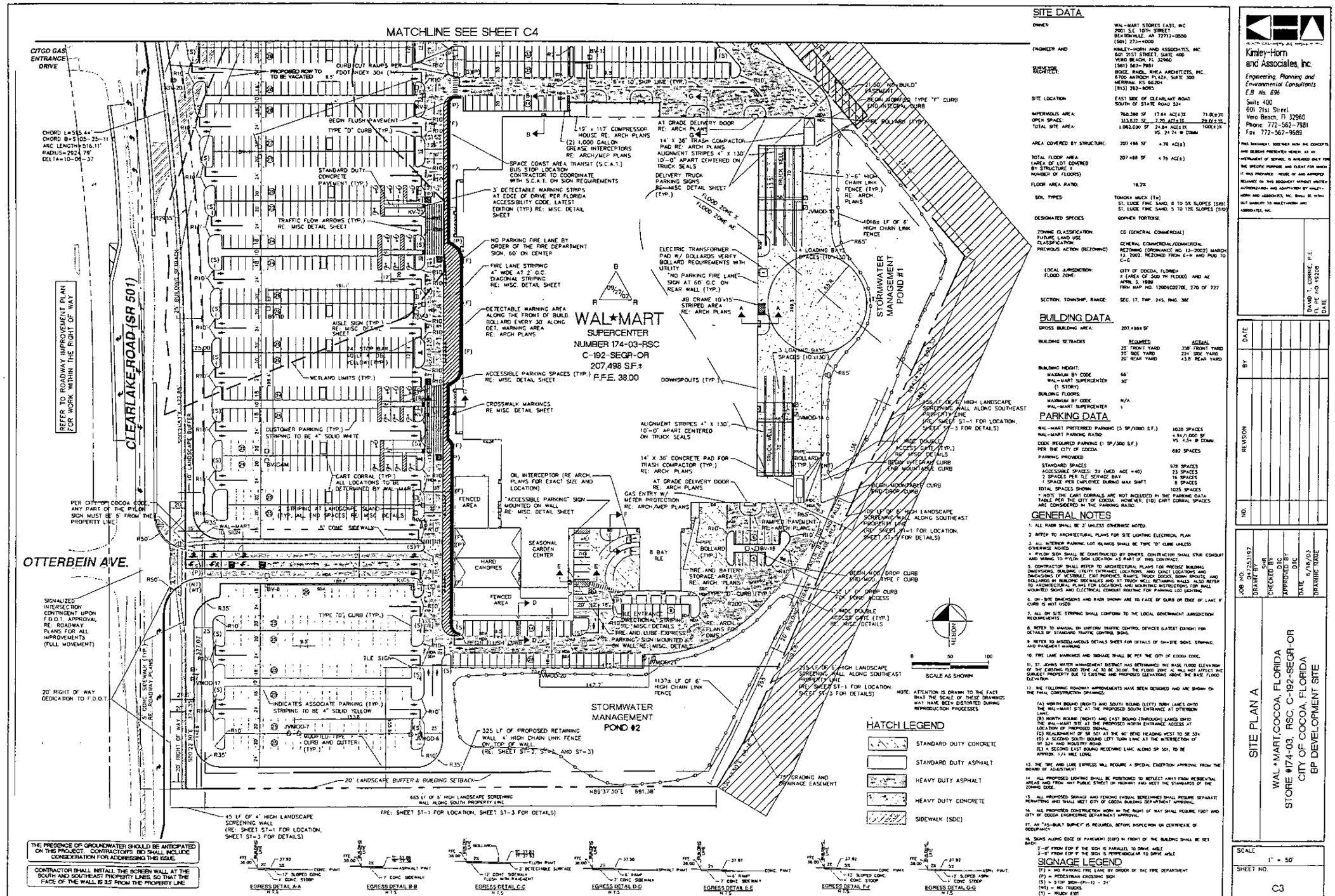
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DRAWN BY: DWR
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 6/18/03
DRAWING NAME:

OVERALL SITE LAYOUT PLAN

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: 1" = 80'

SHEET NO.
C2



SITE DATA

OWNER	WAL-MART STORES EAST, INC 2001 S.E. 10TH STREET BENTONVILLE, AR 72712-0830 (501) 273-4000
ENGINEER AND SURVEYOR:	KIMLEY-HORN AND ASSOCIATES, INC. 601 21ST STREET, SUITE 400 VERO BEACH, FL 32960 (561) 562-7981
ARCHITECT:	BOOZE, SWOL, RHEA ARCHITECTS, INC. 6700 ANTIOCH PLAZA, SUITE 300 MERRIAM, KS 66204 (913) 262-9095
SITE LOCATION	EAST SIDE OF CLEARLAKE ROAD SOUTH OF STATE ROAD 524
IMPERVIOUS AREA:	760,398 SF 17.64 AC(±)% 71.0(±)%
OPEN SPACE:	313,632 SF 7.20 AC(±)% 29.0(±)%
TOTAL SITE AREA:	1,063,030 SF 24.84 AC(±)% 100(±)% VS. 24.74 ac DIMM
AREA COVERED BY STRUCTURE:	207,498 SF 4.76 AC(±)
TOTAL FLOOR AREA: (AREA OF LOT COVERED BY STRUCTURE X NUMBER OF FLOORS)	207,498 SF 4.76 AC(±)
FLOOR AREA RATIO:	18.2%
SOIL TYPES:	TOMOKA MUCK (Tm) ST. LUCIE FINE SAND, 0 TO 5% SLOPES (StB) ST. LUCIE FINE SAND, 5 TO 12% SLOPES (StD)
DESIGNATED SPECIES	GOPHER TORTOISE
ZONING CLASSIFICATION:	CG (GENERAL COMMERCIAL)
FUTURE LAND USE CLASSIFICATION:	GENERAL COMMERCIAL/COMMERCIAL
PREVIOUS ACTION (REZONING)	REZONING (ORDINANCE NO. 13-2002) MARCH 13, 2002. REZONED FROM C-1A AND PUD TO C-G
LOCAL JURISDICTION:	CITY OF COCOA, FLORIDA
FLOOD ZONE:	X (AREA OF 500 YR FLOOD) AND AE APRIL 3, 1980 FIRM MAP NO. 12009C0270E, 270 OF 727
SECTION, TOWNSHIP, RANGE:	SEC. 17, TWP. 24S, RNG. 36E

BUILDING DATA

GROSS BUILDING AREA:	207,498± SF	
BUILDING SETBACKS	REQUIRED	ACTUAL
	25' FRONT YARD	350' FRONT YARD
	20' SIDE YARD	224' SIDE YARD
	20' REAR YARD	43.8' REAR YARD
BUILDING HEIGHT:		
MAXIMUM BY CODE	66'	
WAL-MART SUPERCENTER (1 STORY)	30'	
BUILDING FLOORS:		
MAXIMUM BY CODE	N/A	
WAL-MART SUPERCENTER	1	

PARKING DATA

WAL-MART PREFERRED PARKING (5 SP/1000 S.F.)	1035 SPACES
WAL-MART PARKING RATIO:	4.94/1,000 SF VS 4.54 @ DIMM
CODE REQUIRED PARKING (1 SP/300 S.F.) PER THE CITY OF COCOA	692 SPACES
PARKING PROVIDED	
STANDARD SPACES	978 SPACES
ACCESSIBLE SPACES: 39 (MED. AGE =40)	23 SPACES
2 SPACES PER TLE SERVICE BAY	16 SPACES
1 SPACE PER EMPLOYEE DURING MAX SHIFT	8 SPACES
TOTAL SPACES SHOWN	1025 SPACES

* NOTE THE CART CORRALS ARE NOT INCLUDED IN THE PARKING DATA TABLE PER THE CITY OF COCOA; HOWEVER, (10) CART CORRAL SPACES ARE CONSIDERED IN THE PARKING RATIO.

GENERAL NOTES

1. ALL RADII SHALL BE 3' UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
3. ALL INTERIOR PARKING LOT ISLANDS SHALL BE TYPE "D" CURB UNLESS OTHERWISE NOTED.
4. PYLON SIGN SHALL BE CONSTRUCTED BY OWNER. CONTRACTOR SHALL STUB CONDUIT AND WIRING TO PYLON SIGN LOCATION AS PART OF THIS CONTRACT.
5. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, EXIT DOORWAYS, RAMPS, TRUCK DOCKS, DOWN SPOUTS, AND BOLLARDS IN BUILDING SIDEWALKS AND AT TRUCK WELL RETAINING WALLS. ALSO REFER TO ARCHITECTURAL PLANS FOR LOCATIONS AND MOUNTING INSTRUCTIONS FOR WALL MOUNTED SIGNS AND ELECTRICAL CONDUIT ROUTING FOR PARKING LOT LIGHTING.
6. ON-SITE DIMENSIONS AND RADII SHOWN ARE TO FACE OF CURB OR EDGE OF LANE IF CURB IS NOT USED.
7. ALL ON SITE STRIPING SHALL CONFORM TO THE LOCAL GOVERNMENT JURISDICTION REQUIREMENTS.
8. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) FOR DETAILS OF STANDARD TRAFFIC CONTROL SIGNS.
9. REFER TO MISCELLANEOUS DETAILS SHEET FOR DETAILS OF ON-SITE SIGNS, STRIPING, AND PAVEMENT MARKING.
10. FIRE LANE MARKINGS AND SIGNAGE SHALL BE PER THE CITY OF COCOA CODE.
11. ST. JOHNS WATER MANAGEMENT DISTRICT HAS DETERMINED THE BASE FLOOD ELEVATION OF THE EXISTING FLOOD ZONE AE TO BE 36.00'. THE FLOOD ZONE AE WILL NOT AFFECT THE SUBJECT PROPERTY DUE TO EXISTING AND PROPOSED ELEVATIONS ABOVE THE BASE FLOOD ELEVATION.
12. THE FOLLOWING ROADWAY IMPROVEMENTS HAVE BEEN DESIGNED AND ARE SHOWN ON THE FINAL CONSTRUCTION DRAWINGS.
    (A) NORTH BOUND (RIGHT) AND SOUTH BOUND (LEFT) TURN LANES ONTO THE WAL-MART SITE AT THE PROPOSED SOUTH ENTRANCE AT OTTERBEIN LANE.
    (B) NORTH BOUND (RIGHT) AND EAST BOUND (THROUGH) LANES ONTO THE WAL-MART SITE AT THE PROPOSED NORTH ENTRANCE ACCESS AT LOCATION OF PROPOSED SIGNAL.
    (C) REALIGNMENT OF SR 501 AT THE 90 BEND HEADING WEST TO SR 524
    (D) A SECOND SOUTH BOUND LEFT TURN LANE AT THE INTERSECTION OF SR 524 AND INDUSTRY ROAD.
    (E) A SECOND EAST BOUND RECEIVING LANE ALONG SR 501, TO BE APPROX. 1/4 MILE LONG.
13. THE TIRE AND LUBE EXPRESS WILL REQUIRE A SPECIAL EXCEPTION APPROVAL FROM THE BOARD OF ADJUSTMENT.
14. ALL PROPOSED LIGHTING SHALL BE POSITIONED TO REFLECT AWAY FROM RESIDENTIAL AREAS AND FROM ANY PUBLIC STREET OR HIGHWAY AND MEET THE STANDARDS OF THE ZONING CODE.
15. ALL PROPOSED SIGNAGE AND FENCING (WHAL SCREENING) SHALL REQUIRE SEPARATE PERMITTING AND SHALL MEET CITY OF COCOA BUILDING DEPARTMENT APPROVAL.
16. ALL PROPOSED CONSTRUCTION WORK IN THE RIGHT OF WAY SHALL REQUIRE FDOT AND CITY OF COCOA ENGINEERING DEPARTMENT APPROVAL.
17. AN "AS-BUILT SURVEY" IS REQUIRED, BEFORE INSPECTION OR CERTIFICATE OF OCCUPANCY.
18. SIGNS ALONG EDGE OF PAVEMENT (EOP) IN FRONT OF THE BUILDING SHALL BE SET BACK:
    2'-0" FROM EOP IF THE SIGN IS PARALLEL TO DRIVE AISLE
    3'-0" FROM EOP IF THE SIGN IS PERPENDICULAR TO DRIVE AISLE

HATCH LEGEND

- STANDARD DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- SIDEWALK (SDC)

SIGNAGE LEGEND

(P) = NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT
(P) = PEDESTRIAN CROSSING SIGN
(S) = STOP SIGN-(R1-1) - 24"
(NT) = NO TRUCKS
(T) = TRUCK EXIT
(TE) = TRUCK ENTRANCE (WE) = TRUCK ENTRANCE

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DAVID T. CORREE, P.E.
FL REG. NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO.	042253.197
DRAWN BY	BPC
CHECKED BY	DTC
APPROVED BY	DTC
DATE	6/18/03
DRAWING TITLE	

SITE PLAN A

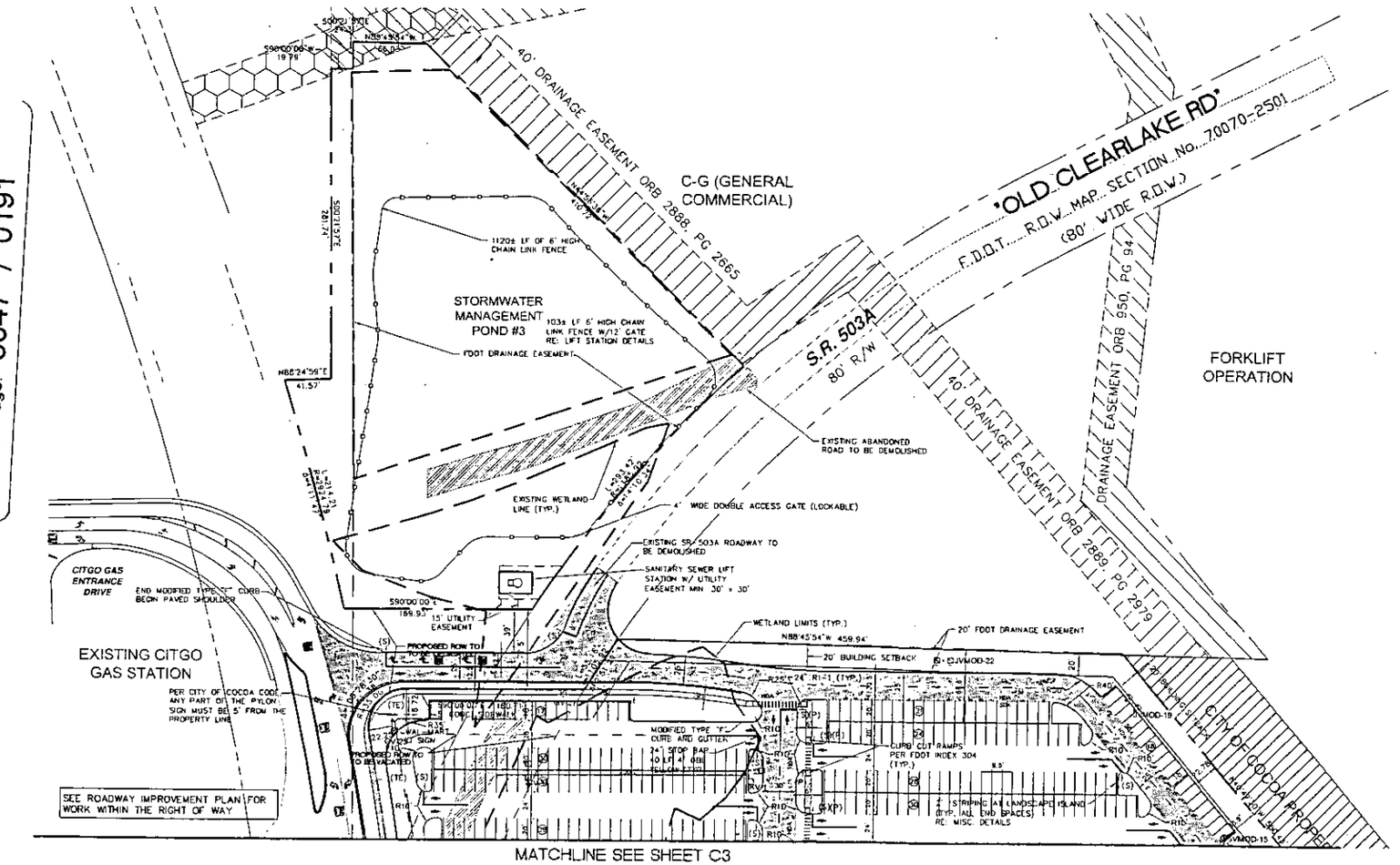
WAL★MART,COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE
1" = 50'

SHEET NO.
C3

CFN:2003279488
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CFN:2003279488
OR Book/Page: 5047 / 0191



HATCH LEGEND

- STANDARD DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- SIDEWALK (SDC)

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

NORTH

0 50 100

SCALE AS SHOWN

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FL PE NO. 49108
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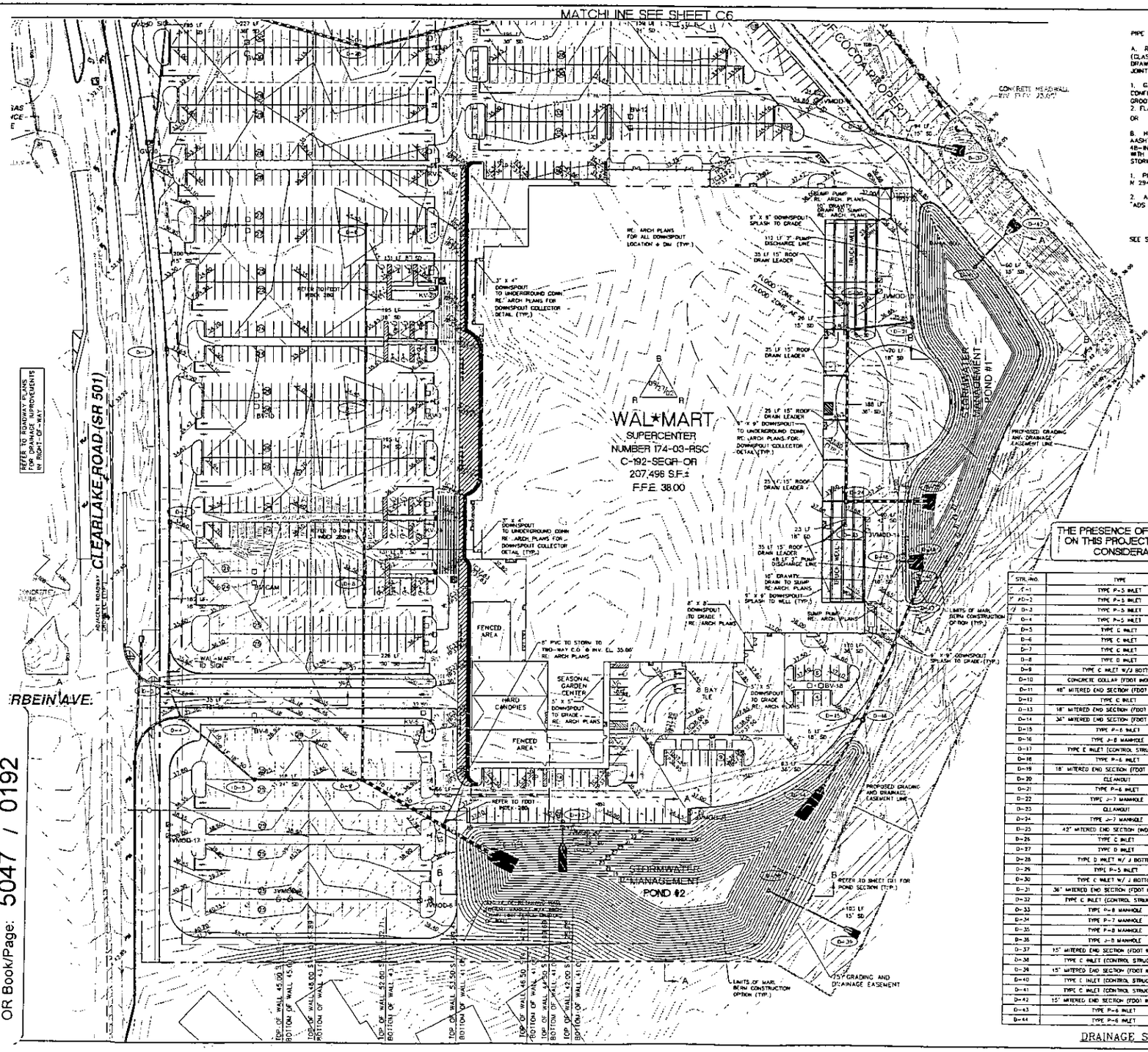
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JOB NO. 047253197
DRAWN BY SMR
CHECKED BY DJC
APPROVED BY DJC
DATE 6/18/03
DRAWING TITLE

SITE PLAN B

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 50'
SHEET NO. C4



PIPE TYPE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

A. REINFORCED CONCRETE PIPE (RCP): ASTM C 76, CLASS III, WALL B (CLASS V UNDER RAILROADS) EXCEPT AS NOTED ON CONSTRUCTION DRAWINGS, INSTALLED WITH FLEXIBLE PLASTIC, BITUMEN GASKETS AT JOINTS.

1. GASKETS: JOINT MATERIAL FOR RCP SHALL BE RUBBER GASKET CONFORMING TO THE REQUIREMENTS OF ASTM C443 OR "TONGUE AND GROOVE" TYPE FILLED WITH CEMENT MORTAR.
2. FLARED END SECTIONS SHALL BE CLASS 1.

OR

B. HIGH DENSITY POLYETHYLENE PIPE (HDPE) SMOOTH INTERIOR: AASHTO DESIGNATION M252 AND M 294, MAXIMUM DIAMETER OF 48-INCHES. PIPE SHALL BE INSTALLED IN ACCORDANCE WITH PIPE MANUFACTURER'S INSTALLATION GUIDELINES FOR CULVERT STORM DRAINAGE APPLICATIONS.

1. PIPE JOINTS AND FITTINGS SHALL CONFORM TO AASHTO M 252 AND M 294.

2. ACCEPTABLE MANUFACTURERS: ADVANCED DRAINAGE SYSTEMS, INC. "ADS N-12", HANCOR, INC. "HI-Q", OR APPROVED EQUAL.

SEE SHEET C1 FOR PAD PREPARATION NOTE.

NOTE: ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

Call 48 Hours before you dig
It's the Law!
1-800-432-4770

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

STR. NO.	TYPE	GRATE/ RIM EL.	INV. EL.
D-1	TYPE P-5 INLET	33.65	30.00
D-2	TYPE P-5 INLET	34.60	29.10
D-3	TYPE P-5 INLET	34.96	28.25
D-4	TYPE P-5 INLET	35.38	28.05
D-5	TYPE C INLET	36.25	27.55
D-6	TYPE C INLET	34.45	30.95
D-7	TYPE C INLET	34.45	30.05
D-8	TYPE D INLET	35.50	29.35
D-9	TYPE C INLET W/J BOTTOM	36.25	W 28.75, E&W 27.00
D-10	CONCRETE COLLAR (FDOT INDEX 280)	-	26.35 (8")
D-11	48" MITERED END SECTION (FDOT INDEX 273)	-	26.50
D-12	TYPE C INLET	33.20	27.75
D-13	18" MITERED END SECTION (FDOT INDEX 273)	-	27.50
D-14	36" MITERED END SECTION (FDOT INDEX 273)	-	28.95
D-15	TYPE P-6 INLET	36.00	30.00
D-16	TYPE J-8 MANHOLE	37.50	W 29.50 N&S 28.95
D-17	TYPE E INLET (CONTROL STRUCTURE)	33.40	28.95
D-18	TYPE P-6 INLET	36.40	32.50
D-19	18" MITERED END SECTION (FDOT INDEX 273)	-	32.00
D-20	CLEANOUT	37.46	33.45
D-21	TYPE P-6 INLET	35.85	32.00
D-22	TYPE J-7 MANHOLE	37.10	N 33.30, E&S 31.75
D-23	CLEANOUT	37.15	33.00
D-24	TYPE J-7 MANHOLE	37.50	S 33.90, N&E 31.35
D-25	42" MITERED END SECTION (INDEX 273)	-	27.50
D-26	TYPE C INLET	32.50	28.50
D-27	TYPE D INLET	32.05	E 28.05, W 27.45
D-28	TYPE D INLET W/ J BOTTOM	32.00	E 26.35, W 25.85
D-29	TYPE P-5 INLET	32.65	28.80
D-30	TYPE C INLET W/ J BOTTOM	31.40	S 28.10, E&W 26.80, NE 26.75
D-31	36" MITERED END SECTION (FDOT INDEX 273)	-	23.00
D-32	TYPE C INLET (CONTROL STRUCTURE)	30.00	25.00
D-33	TYPE P-8 MANHOLE	32.30	25.00
D-34	TYPE P-7 MANHOLE	32.25	25.00
D-35	TYPE P-8 MANHOLE	31.00	25.00
D-36	TYPE J-8 MANHOLE	36.50	25.00
D-37	15" MITERED END SECTION (FDOT INDEX 273)	-	25.00
D-38	TYPE C INLET (CONTROL STRUCTURE)	34.00	26.50
D-39	15" MITERED END SECTION (FDOT INDEX 273)	-	26.50
D-40	TYPE C INLET (CONTROL STRUCTURE)	33.40	28.85
D-41	TYPE C INLET (CONTROL STRUCTURE)	35.00	28.00
D-42	15" MITERED END SECTION (FDOT INDEX 273)	-	25.00
D-43	TYPE P-6 INLET	31.00	26.95
D-44	TYPE P-6 INLET	31.00	27.00

DRAINAGE STRUCTURE SCHEDULE

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FL. PE NO. 49208
DATE

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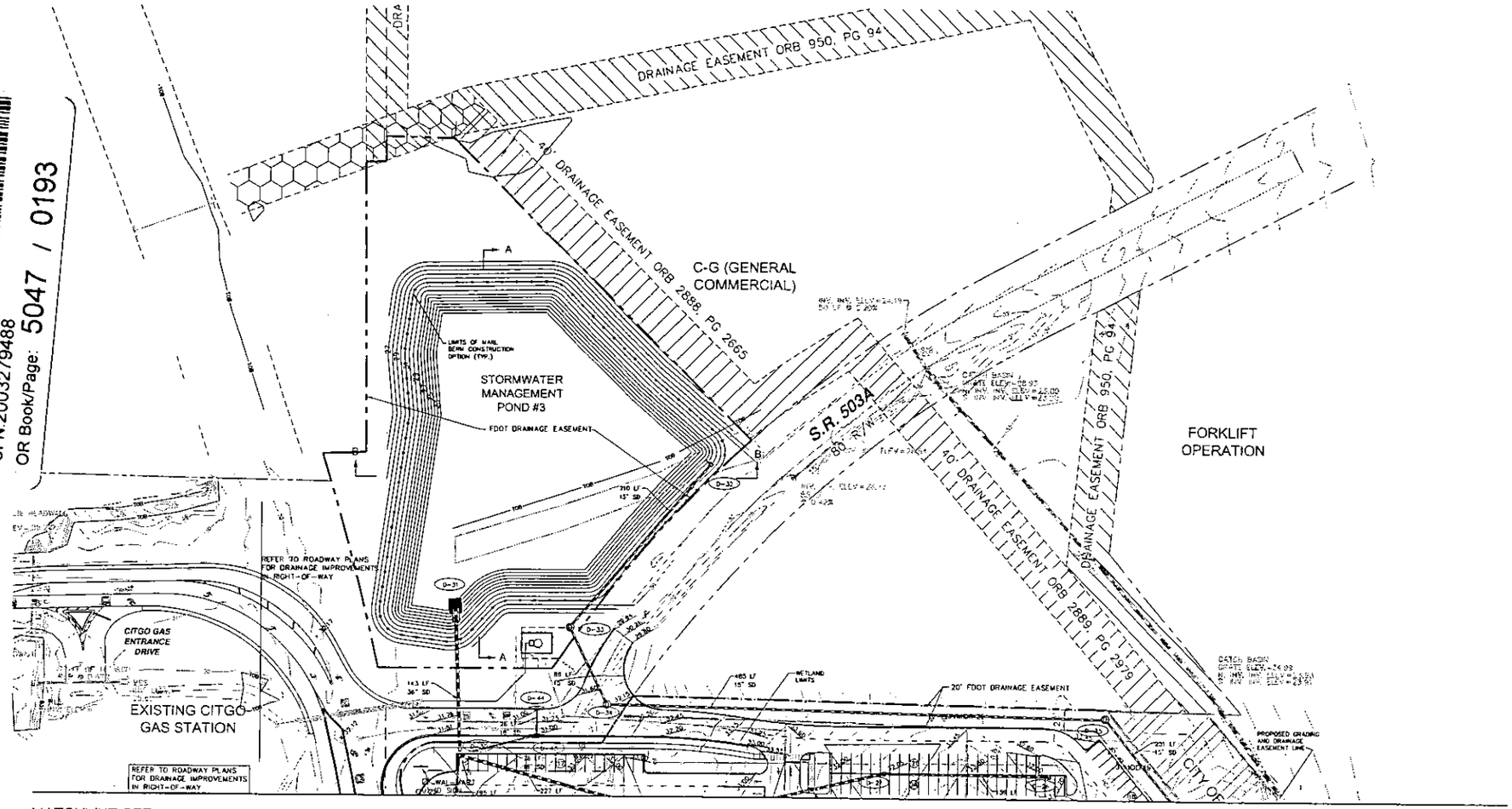
JOB NO. 047253197
DRAWN BY: BH
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 5/16/03
DRAWING NAME:

PAVING, GRADING AND DRAINAGE PLAN A
WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: 1" = 50'
SHEET NO.: C5

CFN 2003279488
OR Book/Page: 5047 / 0192

CFN:2003279488
OR Book/Page: 5047 / 0193



MATCHLINE SEE SHEET C5

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

NORTH

0 50 100

SCALE AS SHOWN

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Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
601 21st Street
Vero Beach, FL 32960
Phone: 772-562-7981
Fax: 772-562-9689

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DAVID T. CORREE, P.E.
FL P.E. NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 012253197
DRAWN BY SMR
CHECKED BY DTC
APPROVED BY DTC
DATE 5/18/03
DRAWING NAME

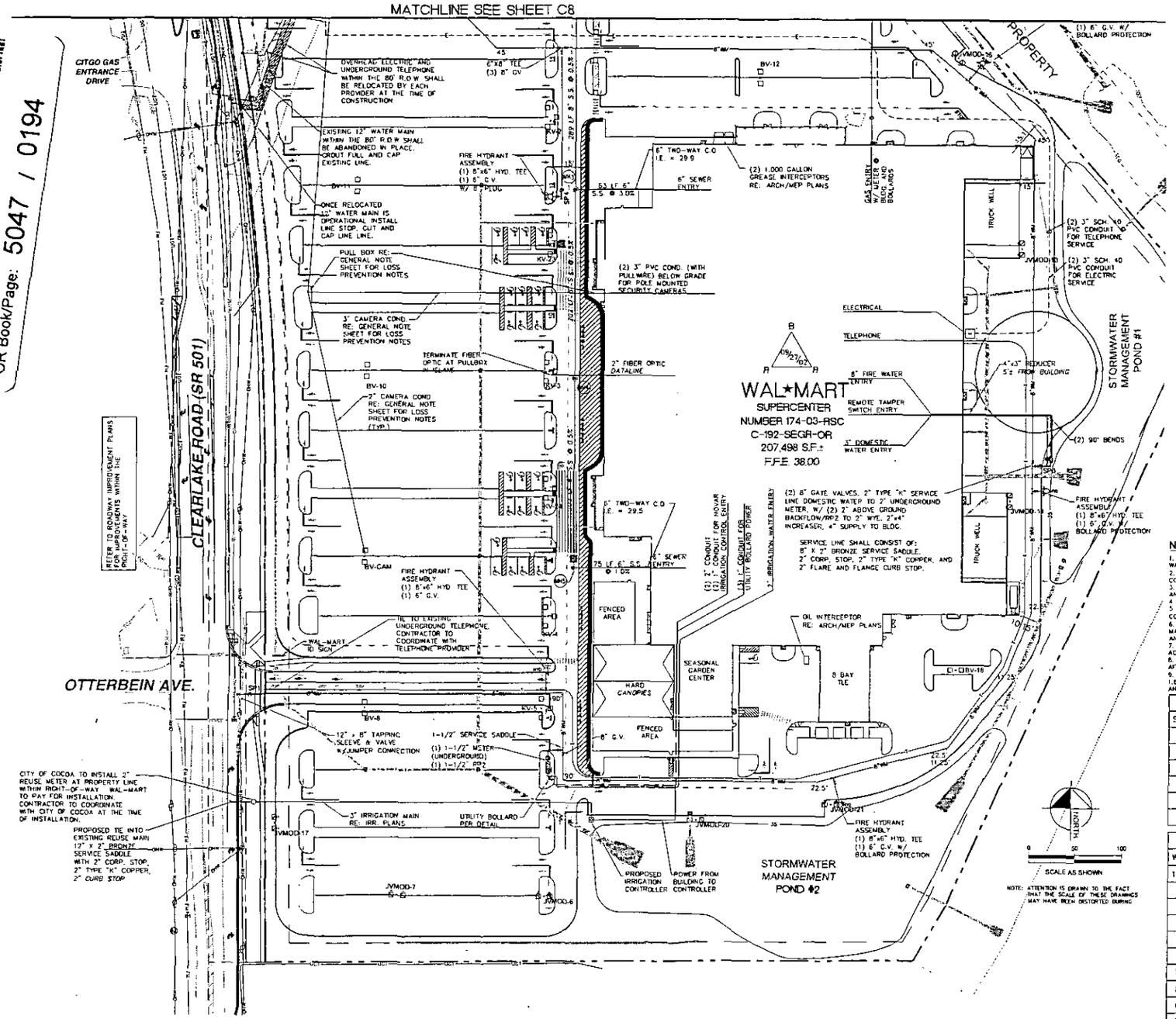
PAVING, GRADING AND DRAINAGE PLAN B

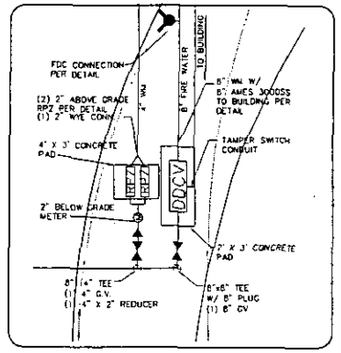
WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: 1" = 50'

SHEET NO.
C6

CFN:2003279488
OR Book/Page: 5047 / 0194





BACKFLOW PREVENTION DEVICES - ENLARGEMENT
NOT TO SCALE

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NOTES

1. A 15' SURVEYED UTILITY EASEMENT SHALL BE PROVIDED OVER ALL DEDICATED WATER MAINS AND APPURTENANCES.
2. CONTRACTOR TO COORDINATE GAS LINE/METER CONSTRUCTION WITH CITY GAS COMPANY.
3. CONTRACTOR TO COORDINATE ELECTRIC CONSTRUCTION WITH FLORIDA POWER AND LIGHT COMPANY.
4. CONTRACTOR TO COORDINATE TELEPHONE CONSTRUCTION WITH BELLSOUTH.
5. REFER TO WATER AND SEWER SEPARATION NOTE ON THIS SHEET AND CITY OF COCOA'S TECHNICAL PROVISIONS FOR PROTECTION OF SEWER AND POTABLE WATER
6. THE RECLAIMED METER WILL BE SET AT THE PROPERTY LINE. CITY OF COCOA'S MAINTENANCE RESPONSIBILITY WILL BE FROM THE EXISTING RECLAIMED MAIN UP TO AND INCLUDING THE RECLAIMED METER.
7. THE RECLAIMED METER WILL BE INSTALLED BY THE CITY OF COCOA AFTER ACCEPTANCE OF THE UTILITIES AND PAYMENT.
8. THE CITY OF COCOA WILL INSTALL THE METER AND BACKFLOW PREVENTER AFTER ACCEPTANCE OF THE WATER LINE BY FDEP AND THE CITY OF COCOA.
9. THE LATEST FLOW TEST PERFORMED ON 8/19/02 YIELDED A TOTAL FLOW OF 1,868 GPM AT A RESIDUAL PRESSURE OF 54 PSIG. THE STATIC READING BEFORE AND AFTER THIS TEST WAS 56 PSIG.

SANITARY SEWER STRUCTURE TABLE		
STRUCTURE NO.	RIM EL.	INVERT EL.
LIFT STATION	33.00	23.31
MH1	33.30	23.79 (E), 23.69 (N)
MH2	33.50	24.99 (S), 24.89 (W)
DROP MH3	37.30	26.53 (S), 26.43 (N), 28.00 (E)
MH4	37.19	27.64 (S), 27.54 (N)
MH5	37.11	28.75 (E), 28.65 (N)

WATER AND SANITARY SEWER LINE LENGTHS	
WATER LINE	
12" PVC	188 LF
8" PVC	2507 LF
6" PVC	106 LF
4" PVC	142 LF
3" PVC	5 LF
2" PVC	9 LF
SANITARY SEWER LINE	
8" PVC-SDR 18	989 LF
6" PVC-SDR 35	180 LF
8" DIP	20 LF
4" PVC (SDR-18) FORCE MAIN	135 LF

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DAVID T. CORRIE, P.E.
FL. P.E. NO. 49208
DATE

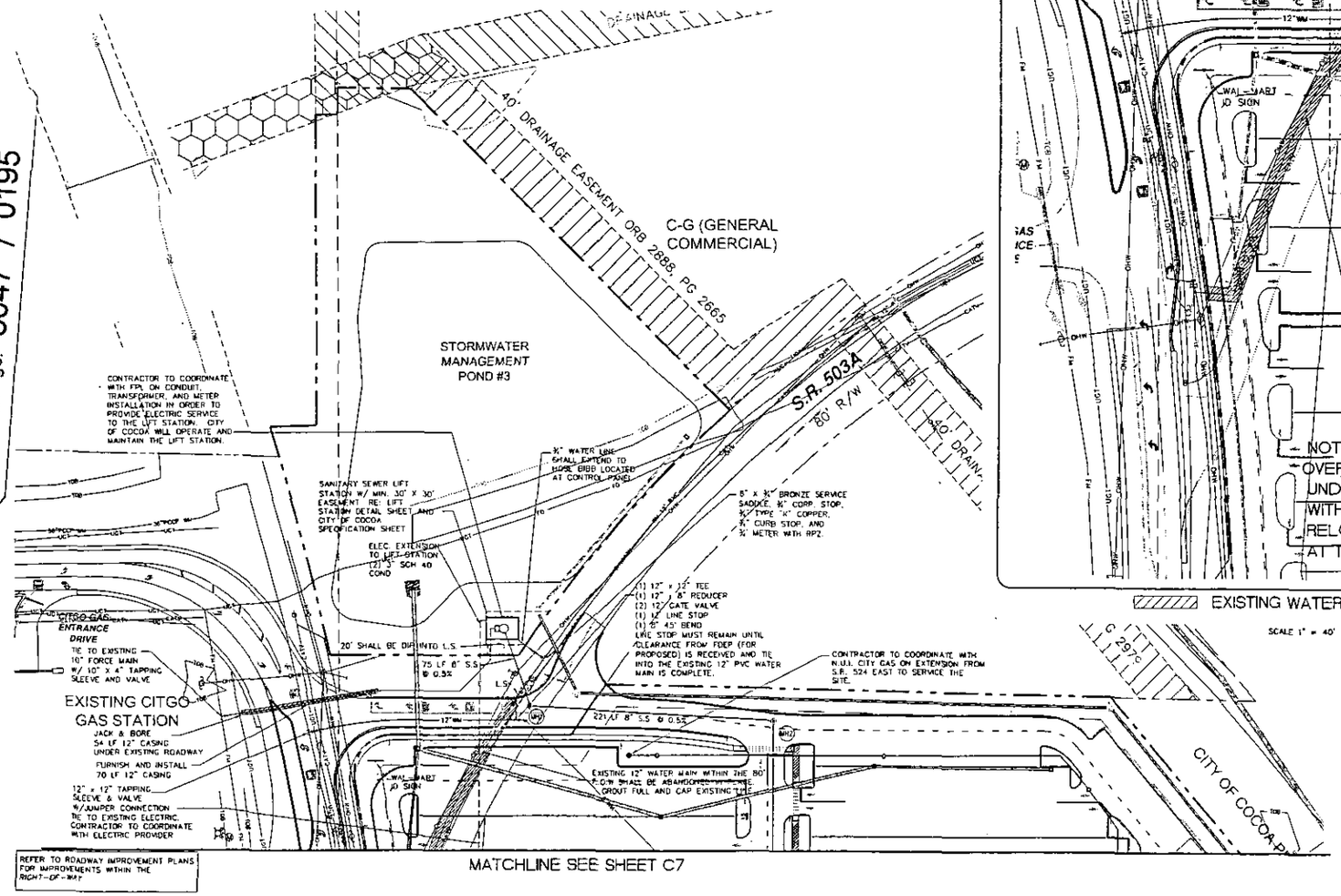
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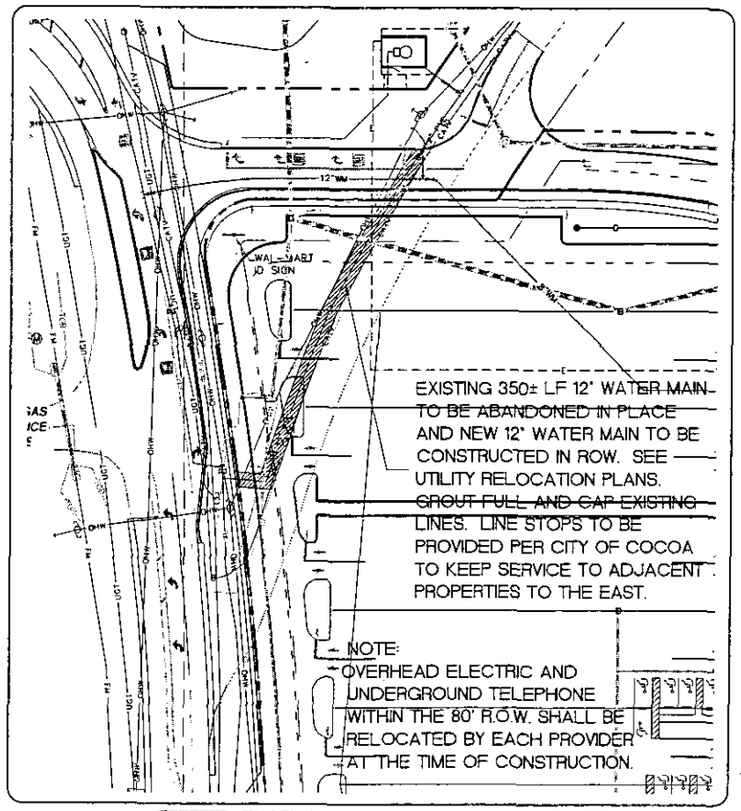
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DRAWN BY: DTC
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 6/18/03
DRAWING NAME:

UTILITY PLAN A
WAL★MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: 1" = 50'
SHEET NO.: C7

CFN:2003279488
OR Book/Page: 5047 / 0195





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NORTH
0 50 100
SCALE AS SHOWN
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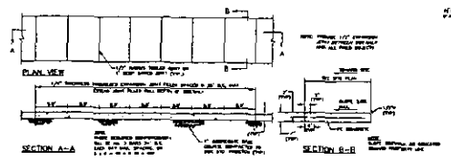
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FL. PE. NO. 49208
DATE

NO.	REVISION	BY	DATE

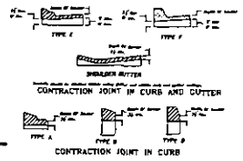
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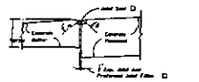
UTILITY PLAN B
WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

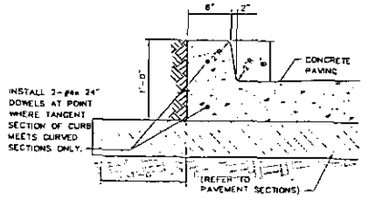
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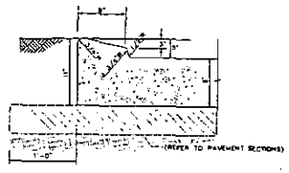
ONSITE CONCRETE SIDEWALK
NOT TO SCALE



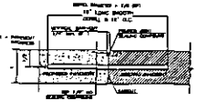


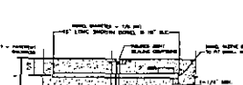


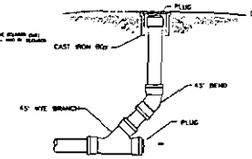
INTEGRAL CURB DETAIL
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MOUNTABLE INTEGRAL CURB DETAIL

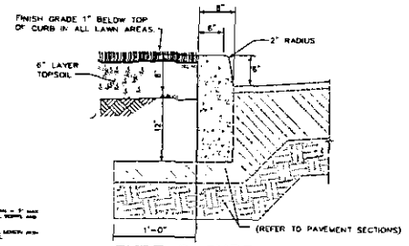




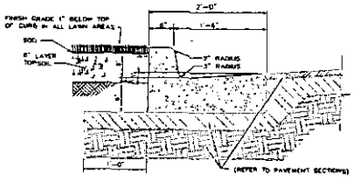


ROOF DRAIN
TERMINAL CLEANOUT

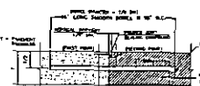
GENERAL NOTES (CURB AND GUTTER)

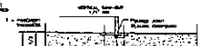


TYPE D CURB DETAIL

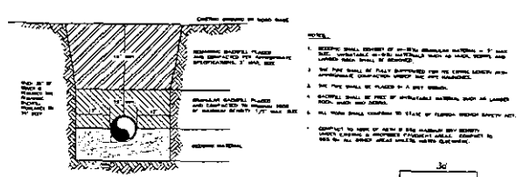


TYPE F CURB & GUTTER DETAIL

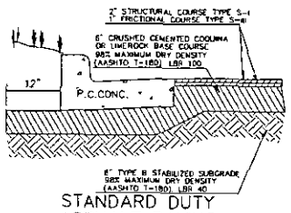




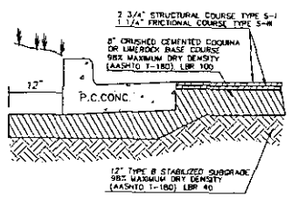
CONCRETE JOINT DETAILS
NOT TO SCALE



TYPICAL TRENCH DETAIL



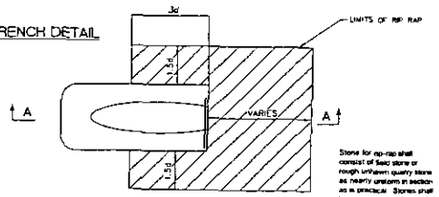
STANDARD DUTY
ASPHALT PAVING



ASPHALT PAVING

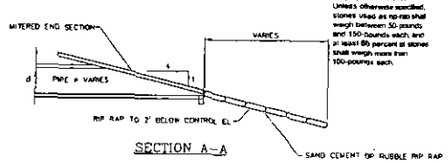
STANDARD ASPHALT PAVING

TYPE "B" STABALIZED SUBGRADE SHALL MEET THE REQUIREMENTS OF SECTION 914 OF F.D.O.T.'S STANDARD SPECS.



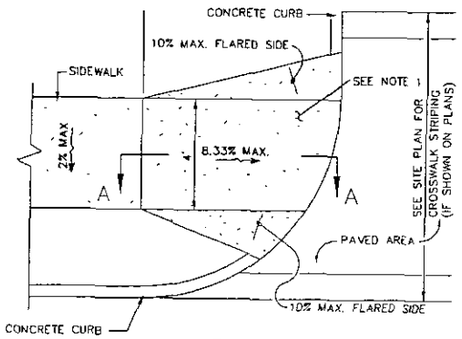
PLAN

Stone for rip-rap shall consist of field stone or rough unhewn quarry stone as nearly uniform in section as is practical. Stones shall be dense, resistant to action of air and water, and suitable for purpose intended. Unless otherwise specified, stones used as rip-rap shall weigh between 50 pounds and 150-pounds each, and at least 85 percent of stones shall weigh more than 100-pounds each.

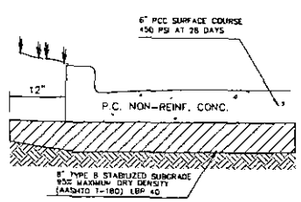


SECTION A-A

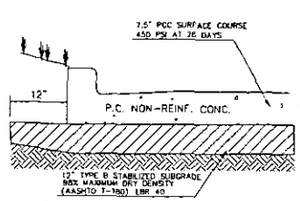
RIPRAP AT MITERED END SECTION
WET DETENTION POND



PLAN

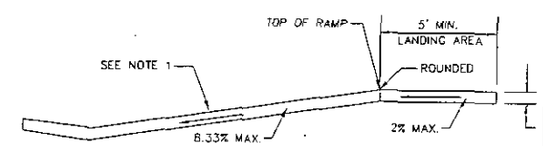


REGULAR DUTY
CONCRETE PAVING

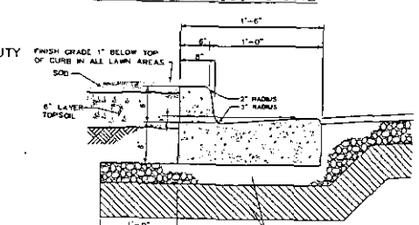


HEAVY DUTY
CONCRETE PAVING

PC CONCRETE



SECTION A-A



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE SHOWN ON THE PLANS.

MOD. TYPE "F" (18") CURB AND GUTTER

REFER TO FDOT INDEX 304 REVISED 7-24-02 FOR CURRENT CURB CUT RAMP DETAILS THAT CONFORM TO THE MOST RECENT ADA MODIFICATIONS.

REFER TO FDOT INDEX 351 FOR COLORED CONCRETE DETAILS.

CURB CUT RAMPS

ADA RAMP IN SIDEWALK

NOTES:

1. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK
2. THE BOTTOM OF THE RAMP SHALL HAVE A 1/2" LIP OF 45°.
3. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 12 % AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP.

PAVING DETAILS
N.T.S

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FL PE NO. 49208
DATE

NO	REVISION	BY	DATE

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DRAWN BY SHR
CHECKED BY
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

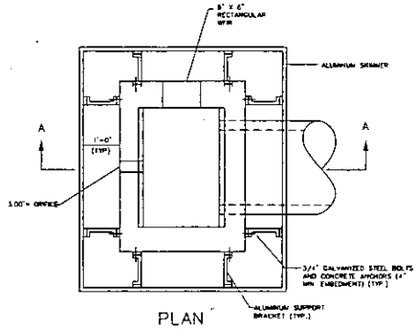
PAVING, GRADING AND DRAINAGE DETAILS

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STORE #174-03 RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

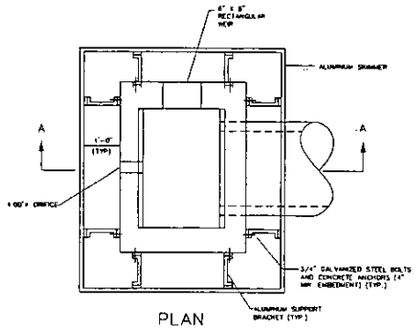
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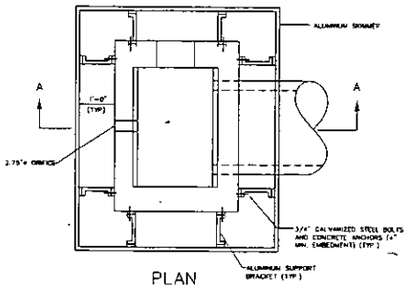
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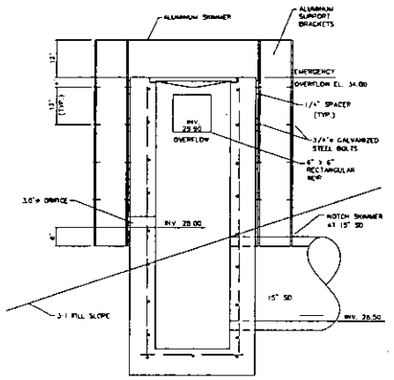
PLAN
n.t.s.



PLAN
n.t.s.



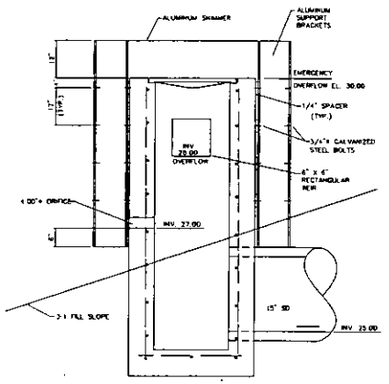
PLAN
n.t.s.



SECTION A–A
n.t.s.

D–38

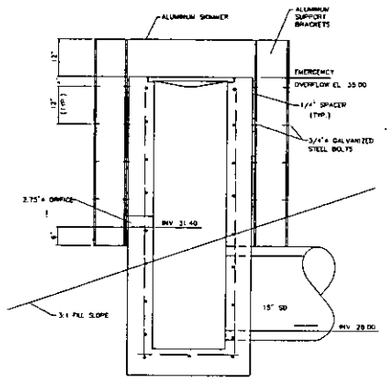
TYPE C INLET



SECTION A–A
n.t.s.

D–32

TYPE C INLET



SECTION A–A
n.t.s.

D–41

TYPE C INLET

CONTROL STRUCTURES

NOTE

FOR STRUCTURAL DETAILS, DIMENSIONS AND GENERAL NOTES WHICH ARE NOT SHOWN ON THIS DETAIL, REFER TO FDOT INDEX No. 232, "DITCH BOTTOM INLETS, TYPES C,D,E & H".

1/8" THICK RESILIENT PADS (IN ACCORDANCE WITH SEC. 932 OF THE CURRENT FDOT STD. SPECS. FOR ROAD AND BRIDGE CONSTRUCTION) ARE REQUIRED AT ALL CONNECTIONS OF ALUMINUM SKIMMER TO CONCRETE TYPE C INLET

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JOB NO 042531.07
DRAWN BY
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

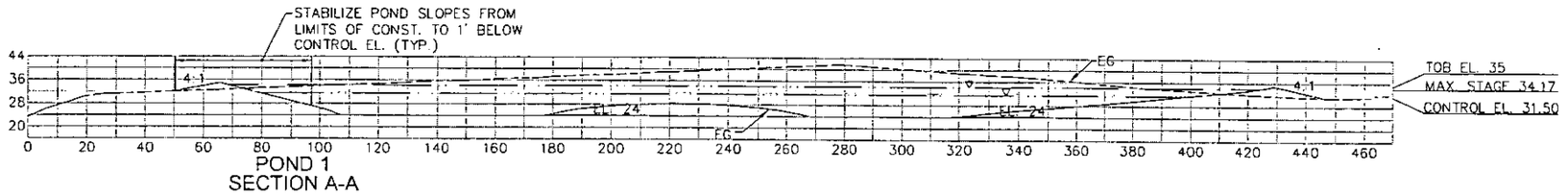
PAVING, GRADING AND DRAINAGE DETAILS

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STORE #174-03, RBC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

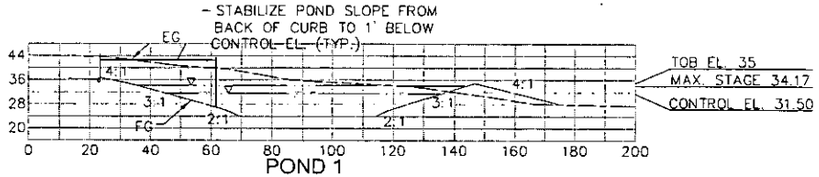
SCALE NTS

SHEET NO.
C10

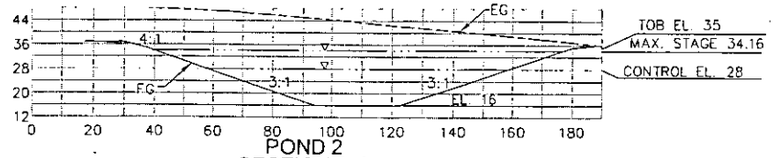
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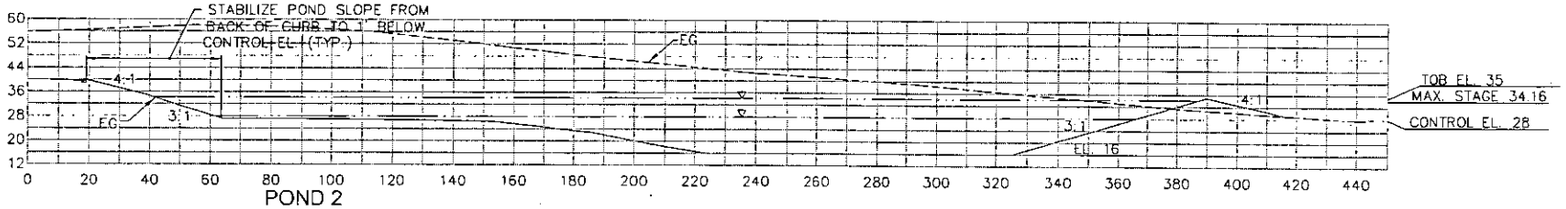
POND 1
SECTION A-A



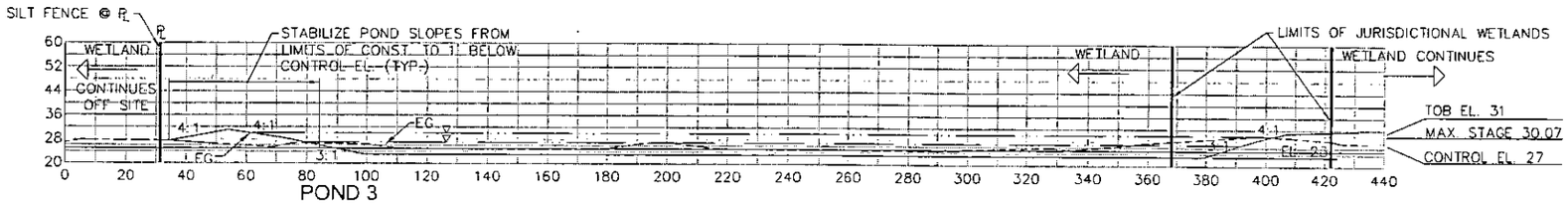
POND 1
SECTION B-B



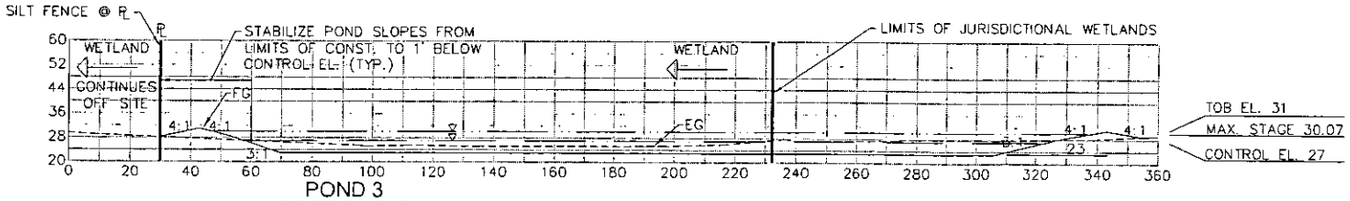
POND 2
SECTION A-A



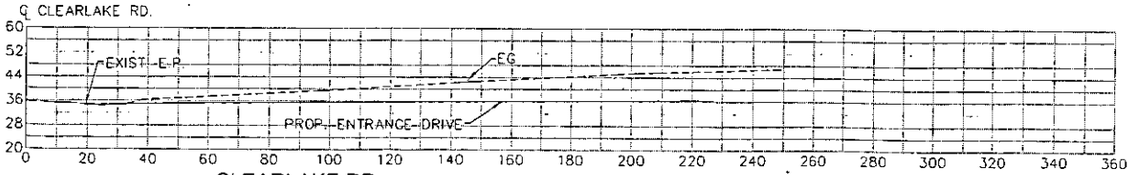
POND 2
SECTION B-B



POND 3
SECTION A-A



POND 3
SECTION B-B



CLEARLAKE RD.
SECTION A-A

NOTE:
ALL DETENTION AREA SIDE BANKS SHALL BE STABILIZED BY BAHIA SOD.

Kimley-Horn and Associates, Inc.
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501 21st Street
Vero Beach, Fl 32960
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FL. PE NO. 59108
DATE

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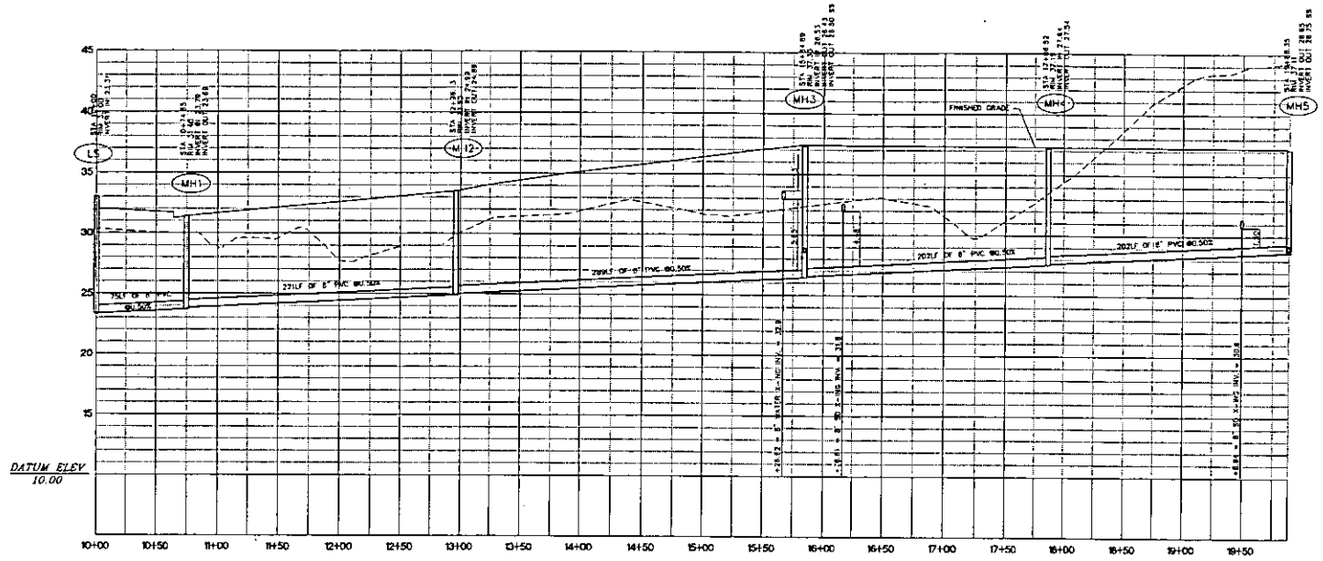
JOB NO. 017253.157
DRAWN BY MHB
CHECKED BY DTC
APPROVED BY DTC
DATE 5/16/03
DRAWING NAME

PAVING, GRADING AND DRAINAGE DETAILS

WAL*MART-COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

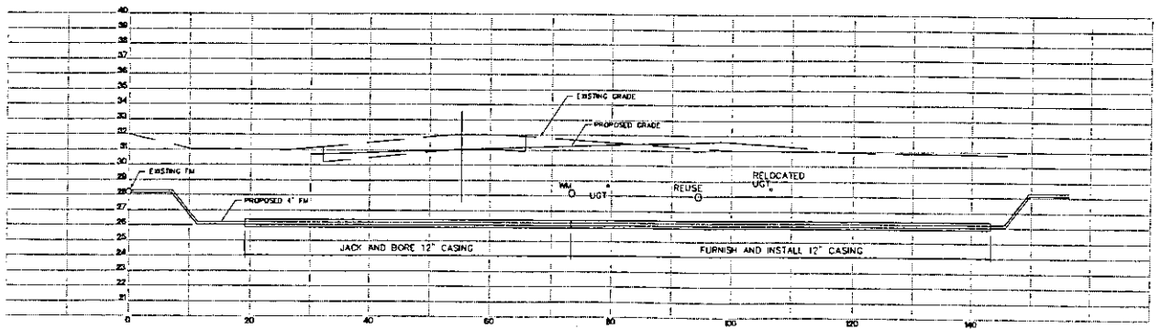
SCALE 1" = 20'
SHEET NO. C11

CFN:2003279488
OR Book/Page: 5047 / 0199



ON-SITE SANITARY SEWER PROFILE

1" = 50' (H)
1" = 5' (V)



JACK AND BORE OF FORCEMAIN AT CLEARLAKE RD.

1" = 10' (H)
1" = 4' (V)

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and Associates, Inc.
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DATE

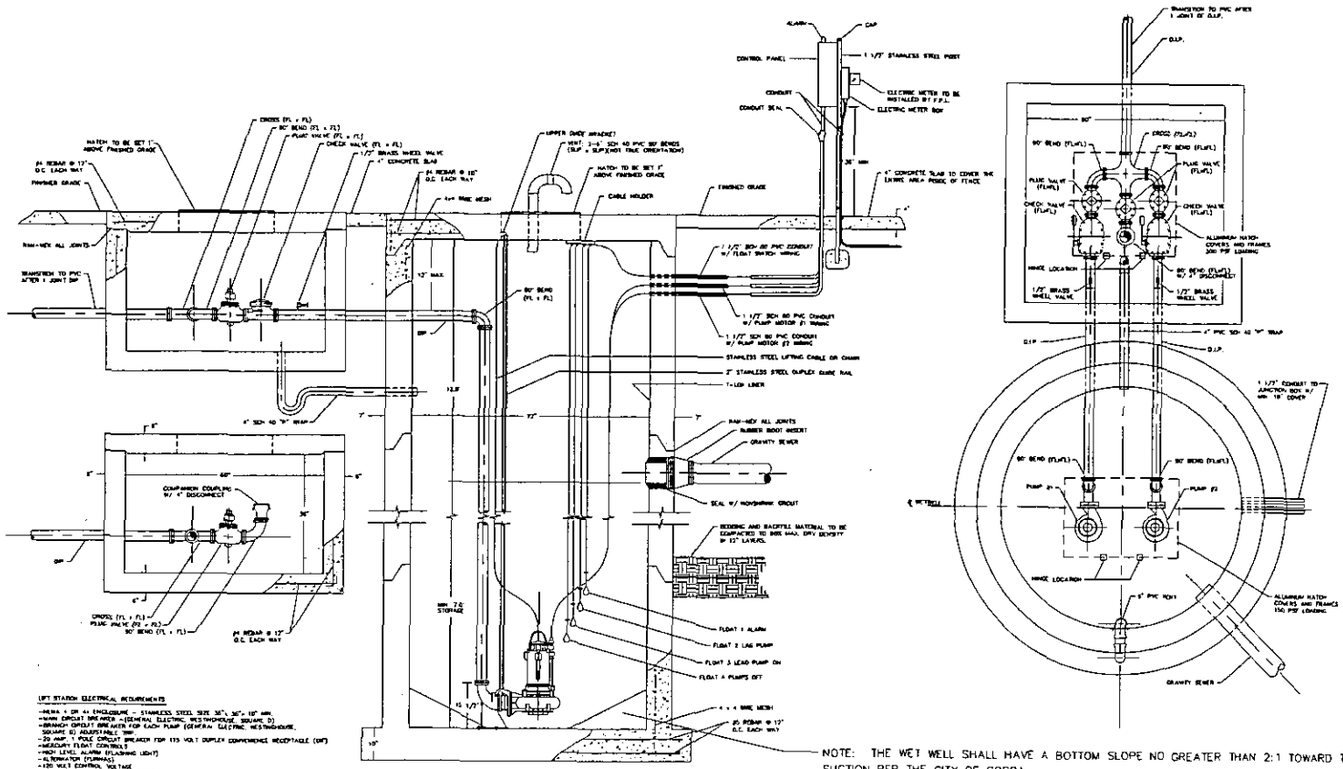
NO.	REVISION	BY	DATE

JOB NO. 014225197
DRAWN BY SLR
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

SANITARY SEWER PROFILE

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS-NOTED
SHEET NO. C12



NOTE: THE WET WELL SHALL HAVE A BOTTOM SLOPE NO GREATER THAN 2:1 TOWARD THE PUMP SUCTION PER THE CITY OF COCOA.

PUMPING STATION DATA TABLE *			
DESIGN	PUMPING CAPACITY	G.P.M.	122
OPERATING	TOTAL DYNAMIC HEAD	FEET	61
POINT	EFFICIENCY	%	31
MIN. SOLIDS PASS. IMPELLER (MIN.)		INCHES	3
PUMP MANUFACTURER			HYDROMATIC
PUMP MODEL NUMBER		NO.	750 S4HRG M3/4-2
IMPELLER		NO.	------
PUMP HORSE POWER			7.5
ELECTRICAL REQUIREMENTS			3Ø, 230/460V, 60HZ
MAX. MOTOR SPEED		R.P.M.	3450
INFLUENT FLOW RATE (PEAK)		G.P.M.	-------
MIN. PUMP CYCLE TIME (PEAK)		MIN.	7

* PUMPS SHALL BE AS SPECIFIED ABOVE AND/OR EQUAL TO.

MANUFACTURER SHALL FACTORY TEST ALL PUMPS PRIOR TO SHIPMENT IN ACCORDANCE WITH THE STANDARDS OF THE HYDRAULIC INSTITUTE. CERTIFIED COPIES OF THE TEST REPORT SHALL BE FURNISHED TO THE CITY OF COCOA FOR EACH PUMP.

THE FOLLOWING ITEMS MUST BE PROVIDED AS PART OF THE PUMP STATION:

1. SPECIFICATIONS NEED TO HAVE PROVISION FOR HOOKUP TO D.C.R. SCADA SYSTEM.
2. GUIDE RAIL ASSEMBLY FOR PUMP AND ASSOCIATED HARDWARE TO BE #316 MATERIAL.
3. LIFTING CABLE FOR PUMPS TO BE #316 STAINLESS STEEL.
4. ALL OTHER ASSOCIATED METALS IN WET WELL TO BE #316 STAINLESS STEEL.
5. ACCESS DOORS FOR WET WELL AND CHECK VALVE PIT TO BE TRAFFIC BEARING ALUMINUM DOORS AND ASSOCIATED HARDWARE AND FRAME.
6. DISCHARGE PIPES FOR PUMPS TO BE SCHEDULE 80 P.V.C. ONLY.
7. PUMPS TO BE DUAL-VOLTAGE 230/460.
8. CONTROL PANEL FOR POWER AND SCADA SYSTEM TO BE NEMA 4 X STAINLESS STEEL WITH CONTINUOUS HINGE.
9. PANEL FOR POWER MUST ALSO HAVE CONNECTION ON OUTSIDE FOR PORTABLE STANDBY GENERATOR HOOK-UP.
10. SEPARATELY MOUNTED MAIN ELECTRIC DISCONNECT MOUNTED EXTERNALLY FROM CONTROL PANEL AND MUST BE RATED NEMA 4 X STAINLESS STEEL.
11. ALL MOUNTING HARDWARE FOR POWER PANELS AND SCADA PANELS TO BE #316 STAINLESS STEEL.
12. IF STATION IS SEPARATELY METERED, THEN METER NEEDS TO BE ALUMINUM AND UNDERGROUND SERVICE.
13. WET WELL TO BE LINED.
14. PUMP STATION SHALL BE PROVIDED WITH AN EMERGENCY RECEPTACLE FOR CONNECTING PORTABLE POWER GENERATING EQUIPMENT. CONTRACTOR TO COORDINATE WITH THE CITY OF COCOA UTILITIES DEPT.
15. REFER TO THE CITY OF COCOA SEWER TECHNICAL PROVISION DETAIL SHEETS FOR ALL LIFT STATION AND CONTROL PANEL SPECIFICATIONS. THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF COCOA UTILITIES DEPT. PRIOR TO CONSTRUCTION

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OR Book/Page: 5047 / 0200

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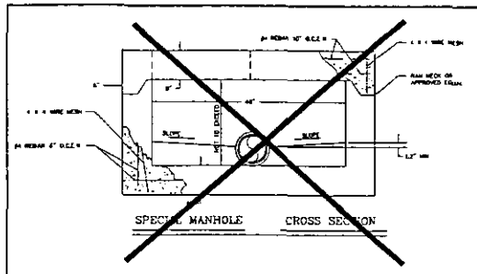
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DRAWN BY SJR
CHECKED BY TCS
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

LIFT STATION DETAILS

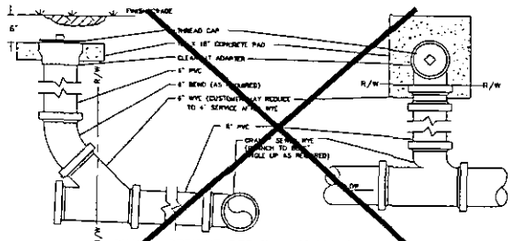
WAL*MART COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE NOT TO SCALE
SHEET NO C13

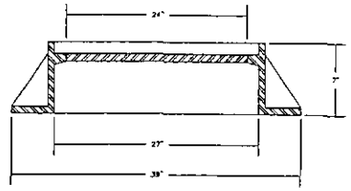
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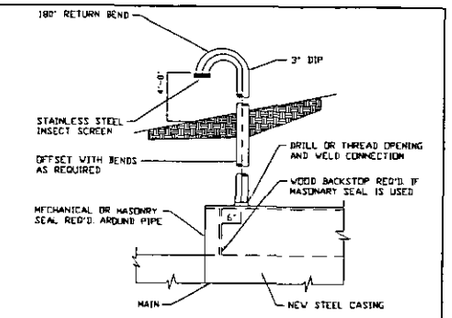
SPECIAL MANHOLE CROSS SECTION



SINGLE SERVICE DETAIL CROSS SECTION PLAN



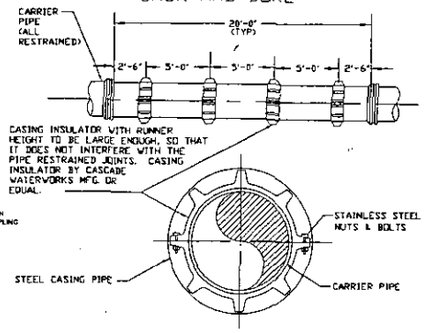
MANHOLE RING CROSS SECTION



NOTES

1. LOCATION OF CASING VENTS TO BE DETERMINED BY THE ENGINEER IN THE FIELD. CONTRACTOR TO PROVIDE FITTINGS AS REQUIRED.
2. SEE BLOCKING DETAIL ON DRAWING NO. H-13.

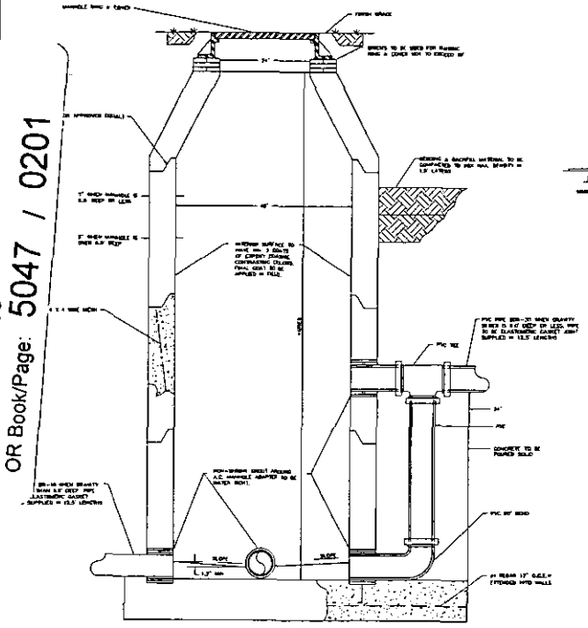
(CASING VENT)
JACK AND BORE



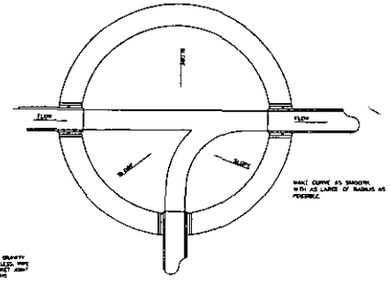
CASING INSULATOR WITH RUNNER HEIGHT TO BE LARGE ENOUGH, SO THAT IT DOES NOT INTERFERE WITH THE PIPE RESTRAINED JOINTS. CASING INSULATOR BY CASCADE WATERWORKS MFG. OR EQUAL.

NOTES

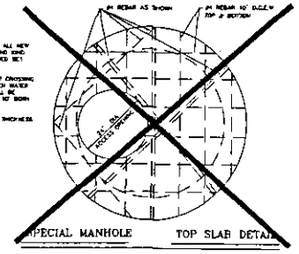
1. NUMBER OF INSULATORS AS PER MANUFACTURERS' SPECIFICATIONS.



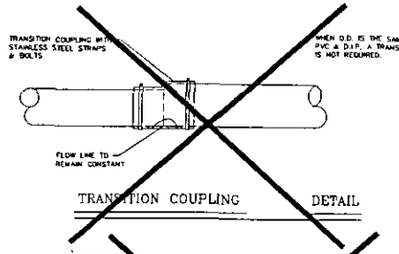
TYPICAL MANHOLE CROSS SECTION



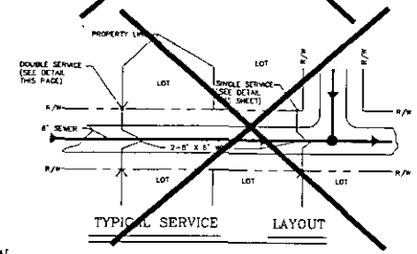
MANHOLE INVERT PLAN



SPECIAL MANHOLE TOP SLAB DETAIL

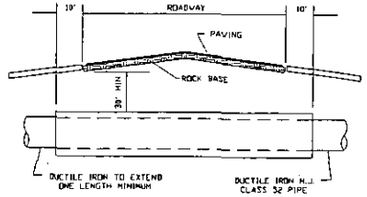


TRANSITION COUPLING DETAIL



TYPICAL SERVICE LAYOUT

(BLOCKING DETAIL)
JACK AND BORE



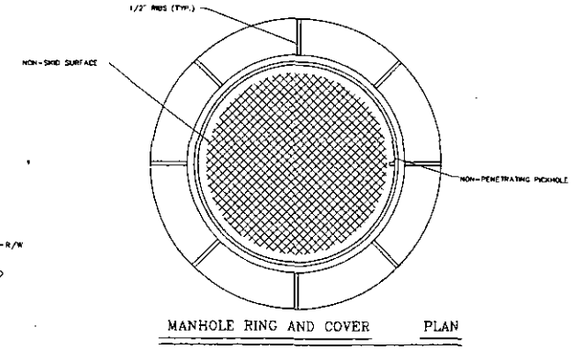
CARRIER PIPE SIZE	STEEL CASING	MINIMUM WALL THICKNESS
4"	12"	.188
6"	14"	.250
8"	16"	.250
10"	20"	.250
12"	24"	.250
16"	30"	.375
20"	40"	.375
24"	48"	.500
30"	60"	.625
36"	72"	.625
42"	84"	.625
48"	96"	.625

NOTE: IF RETAINER GLANDS ARE REQUIRED, THE CASING SIZE SHALL BE ADJUSTED ACCORDINGLY.

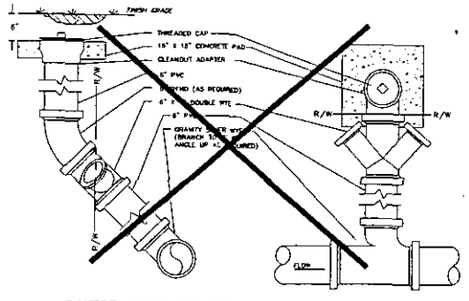
CASING INSTALLATION DETAILS

MANHOLE RINGS & COVERS TO BE CAST IRON WITH BEARING SURFACES TO BE MACHINED, TRAFFIC LOAD BEARING IN ACCORDANCE WITH FEDERAL SPECIFICATION WW-F-621-C OR LATEST REVISION, MIN. WEIGHT 430 LBS. WITH NON-PENETRATING PICKHOLE & NON-SKID SURFACE. WITH O-RING SEAL.

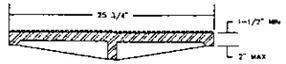
ORDER NO.: US" 225-AS-ORS RING & COVER SERIES OR APPROVED EQUAL



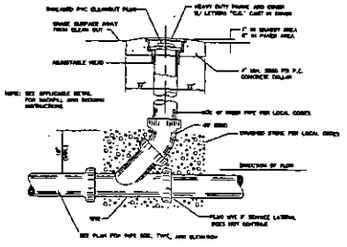
MANHOLE RING AND COVER PLAN



DOUBLE SERVICE DETAIL CROSS SECTION PLAN



MANHOLE COVER CROSS SECTION



SANITARY SEWER CLEAN-OUT

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DAVID T. CORRIE, P.E.
FL PE NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 047253197
DRAWN BY SHR
CHECKED BY
APPROVED BY
DATE 6/18/03
DRAWING NAME

SANITARY SEWER DETAILS

WAL*MART-COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

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WASTEWATER

SECTION I. SCOPE OF WORK

1.1 GENERAL
Refer to Water – Potable & Reclaimed, Section 1.1 – Scope of Work in these Technical Provisions.

SECTION II. MATERIAL SPECIFICATIONS

2.1 GENERAL
The contractor will furnish all new materials of the size and kind shown on the drawings which will meet the following specifications or requirements. If the type of material is not specified on the drawings, the contractor may use any of the types listed in this specification.

2.2 CONCRETE STRUCTURES
2.2.1 Precast Manholes. Precast manholes must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division Manager for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or stainless steel. Standard manholes will be 4 feet in diameter with a wall thickness of 5" for manholes of 6 feet in depth or less and 6" for manholes deeper than 6 feet.

2.2.2 Fiberglass Manholes. Prefabricated fiberglass manholes manufactured in accordance with ASTM specification D3753 may be allowed if approved in advance.

2.3 PIPE
2.3.1 PVC Pipe and Fittings, DR-35. PVC pipe and fittings (DR 35) will be manufactured in accordance with ASTM specification D3034. DR 35 pipe is acceptable on gravity installations with a depth of 8.0 feet or less. Pipe will be of the elastomeric gasket joint type supplied in lengths of 12.5 feet. Solid wall ribbed PVC pipe with a stiffness of 60 psi or greater will be considered on a case-by-case basis at the discretion of the Engineering Division Manager, Critical installations, as determined by the Engineering Division Manager, will require use of pay-lined ductile iron pipe.

2.3.2 PVC Pipe, DR-18. PVC pipe (DR-18) will be manufactured in accordance with AWWA specification C900. DR-18 pipe is required for pressure force main installation. Pipe will be of the elastomeric gasket joint type. Color-coded identification tape will be installed on all force mains.

2.3.3 Ductile Iron. Ductile iron pipe will be cement-lined pressure Class 350 minimum thickness conforming to AWWA specification C151 for force main installation. Ductile iron gravity sewer will be pressure Class 350 polywrap pipe. Exposed piping in wetwells and valve pits will be pressure Class 350 with coat for epoxy exterior coating and interior cement lining.

2.4 MANHOLE ACCESS COVERS
2.4.1 Cast Iron. Cast iron manhole covers and rings must be traffic load bearing similar to USF No. 225-AS-ORS having an O-Ring seal. Bearing surfaces will be machined to produce a light, even seating surface without rocking. Minimum clear opening will be 24". The word(s) "SEWER" or "SANITARY SEWER" will be cast into manhole covers. Manholes installed in high water areas will be sealed by a method approved by the Engineering Division.

2.4.2 Aluminum. Aluminum access covers will be designed for 150 PSF live load and will be equipped with stainless steel hinges, automatic lock mechanism in the open position, closed position lock hasp, and retractable grip for opening.

2.5 COATINGS
2.5.1 Epoxy. Interior surfaces of manholes will be coated with a three-coat epoxy system. Each coat will be of contrasting colors with the final coat to be applied in the field to all surfaces

2.5.2 T-Lok Liner. Where a T-lok liner is specified, the entire wall surface of the manhole will be protected with a polyvinyl chloride liner cast into the concrete. This liner must be manufactured by Amercon, Inc., or approved equal. All joints will be heat fusion welded to create a water-tight lining. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

2.5.3 Exposed Piping. Exposed piping, pumps, and equipment exposed to raw sewage in manholes, valve pits and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted.

2.6 MISCELLANEOUS MATERIALS
2.6.1 Manhole Steps. Manhole steps are not required except where specified on the plans. If used, manhole steps must be fiberglass and cast into the manhole wall. Steps must be 18" wide and capable of supporting a 350- pound load concentrated at the center.

2.6.2 Hardware. All nuts, bolts, washers, anchors and brackets inside the wet well must be manufactured from Grade 416 stainless steel. Bolts for fastening flanged fittings inside the valve pit may be steel, coated with the specified piping coating system.

SECTION III. CONSTRUCTION

3.1 LOCATION AND GRADE OF SEWERS
The line and the grade of the sewer, as well as the location of manholes, services and all other appurtenances, will be as shown on the drawings. The grade line as given on the drawings indicates the grade of the invert of the sewer pipe.

3.2 MATERIAL HANDLING
3.2.1 Precautions. Every precaution will be taken to prevent injury to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, or dragged.

3.2.2 Damaged Materials. If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be repaired and removed from the site.

3.2.3 Storage. Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

3.3 TRENCH EXCAVATION, SHORING, AND SHEETING
3.3.1 Trenches. Sewer trenches will not be opened in advance of the placing of the sewer pipe for a distance greater than that required to install the sewer pipe. In no case will the open trench ahead of the sewer pipe exceed 25 feet. Backfill in the pipe zone will be accomplished immediately after jointing the pipe to prevent movement.

3.3.2 Shoring, Sheeting, and Bracing of Excavations. The excavation must be sheeted and braced when necessary to prevent cave-in during excavation in unstable material or to protect adjacent structure, property, workers, and the public. The sheeting will be maintained in place until the pipe or structure has been placed and backfilled. Shoring and sheeting will be removed as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill. All sheeting, shoring, and bracing of excavations will conform to the safety requirements of the Federal, State, or local public agency having jurisdiction. The most stringent of these requirements will apply.

3.4 CONTROL OF WATER
3.4.1 Equipment. The contractor will furnish, install, and operate all necessary machinery, appliances and equipment to keep the excavations reasonably free from water during construction. The contractor will de-water and dispose of the water so as not to cause injury to public or private property or to cause a nuisance or a menace to the public. The contractor will at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and will have available at all times competent human resources for the operation of the pumping equipment. The de-watering system will not be shut down between shifts, on holidays or on weekends, or during work stoppages.
3.4.2 Ground Water. The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. De-watering systems will be designed and operated so as to prevent the removal of the natural soils. The City is not responsible for obtaining de-watering permits.

3.4.3 Static Water. The static water level will be drawn down below the bottom of the excavation so as to maintain the undisturbed state of the natural soils and allow the placement of backfill to the required density. The de- watering system will be installed and operated so that the ground water level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

3.5 PIPE PLACEMENT AND JOINTING
Pipe placement will proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe will be placed true to line and grade with a laser beam system. All pipe will be jointed in a professional manner and in accordance with the manufacturer's instructions.

Pipe ends will be carefully cleaned prior to jointing. Pipe will be placed either on a prepared bed of undisturbed earth in the bottom of the trench shaped as required to fit the pipe or upon a layer of properly placed bedding material.

3.6 MATERIAL FOR BEDDING AND BACKFILLING
3.6.1 Unsuitable Materials. Wherever excavations of the trench expose unsuitable materials such as peat, soft clay, quicksand, rock, boulders, stones, or unstable material in the bottom of the trench which, in the opinion of the Inspector, is unsuitable foundation upon which to lay or support the pipe, backfill and expected superimposed loads, such unsuitable materials will be removed to a depth necessary to reach material having adequate bearing capacity and at a width of trench at least equal to the maximum trench width as specified. The space created by removal of this unsuitable material will be backfilled using suitable backfill or bedding material as specified.

3.6.2 Suitable Material. Suitable material for bedding and backfilling will be dry, clean natural sand or gravel. The material will be placed in 8" layers and compacted using mechanical compacting equipment, to a dry density equal to 98 percent (98%) of the maximum dry density determined by the standard Proctor compaction test ASTM specification D698, each layer being compacted to the required density prior to placing the next layer. The Utilities Department may require the density to be checked by a licensed laboratory at each manhole and at two points between manholes as selected by the inspector, at no cost to the City.

3.7 MANHOLE INSTALLATION
3.7.1 Base Unit. The base unit for manholes and wet wells will be reinforced concrete with a monolithically poured base and bottom riser section. The base unit will be placed before the sewer pipe is placed to or away from the manhole. The base unit will be placed on a dry hole.

3.7.2 Manhole Channel. Invert channels will be constructed, smooth and semicircular in shape, conforming to the inside of the adjacent sewer section. Changes in direction of flow will be made in a smooth curve of as large a radius as possible. Change in size and grade of channels will be made gradually and evenly. Invert channels will be formed by one of the following methods: formed directly into poured concrete manhole base, built up with concrete mortar, half tile set in concrete, or full section of sewer pipe installed through the manhole with the top half cut out. The manhole floor outside of channels will be made smooth and will be sloped toward channels. Free drop in manholes from inlet invert to top of floor outside the channels will not exceed two feet. Standard drop manholes will be constructed wherever free drop exceeds two feet.

3.7.3 Joints. Precast manhole joints must be water tight and sealed with plastic pre-formed joint filler similar to Ram- Nek. All joint areas will be factory primed. Manhole-to-pipe connections will be by factory supplied flexible boots.

3.7.4 Non-Shrink Grout. The annular space between the sewer pipe and the opening in the manhole will be grouted with non-shrink grout to ensure a water-tight joint.

SECTION IV. WATER MAIN CROSSINGS

4.1 GENERAL
In all cases where sewer mains cross water mains with a minimum clear distance between the top of the sewer and the bottom of the water main of less than 18", the sewer main will be constructed of ductile iron pipe for a distance of ten feet on either side of the point of crossing.

SECTION V. SERVICE CONNECTIONS

5.1 GENERAL
The contractor must install commercially manufactured wye branches compatible with the material used in the sewer main. Where the service line piping is of a different material than the sewer main, the fittings and transition pieces will be specially designed for the connection of the different materials and must be approved by the Utilities Department.

SECTION VI. FIELD TESTING OF SEWERS

6.1 GENERAL
All sewer lines will be subject to a leakage test at the discretion of the City. The test may be either an infiltration, exfiltration, or air pressure test as determined by the City. The test will be conducted by and at the expense of the contractor in the presence of a City Inspector.

Maximum allowable leakage is 100 gallons per day per inch diameter of pipe per mile of pipe. If the amount of maximum leakage is exceeded, the contractor will make the necessary repairs and schedule a re-test. Acceptable methods of repairing leaks are by excavation or by pressure grouting by an experienced contractor.

All DR 35 PVC sewer lines will also be subject to deflection testing. Deflection testing will be performed a minimum of 30 days after backfilling and compaction is completed. Prior to placing base materials, the City will supply to the contractor a mandrel allowing a maximum deflection of 7.5%. The contractor must supply rope and will pass the mandrel through all sections of pipe in the presence of a City Inspector. If the mandrel does not pass through a section of pipe, deflection will be corrected and the line will be re-tested after backfilling and compaction. The mandrel will be returned to the Utilities Department upon completion of deflection testing.

6.1.1 Visible Leaks. All visible leaks in structures will be eliminated regardless of the amount of flow.

6.1.2 Televised Inspection. Television inspection must be provided by the contractor. A VHS video cassette record of the inspection with an audible description of the run, including its size and location, the location and description of any service laterals, and a description of any defect or abnormality must be included. A leakage test will not be required on runs which have been televised and show no defects.

6.1.3 Pressure Testing. Force mains and reclaimed water mains will be hydrostatically tested at a pressure of 150 psi for one hour. The contractor will install air relefs as necessary for relieving air prior to testing. The maximum allowable leakage of water per thousand feet of pipe is as indicated on the following table:

SIZE	ALLOWABLE LEAKAGE
4"	0.37 Gallons/Hour
6"	0.55 Gallons/Hour
8"	0.74 Gallons/Hour
10"	0.92 Gallons/Hour
12"	1.10 Gallons/Hour
20"	1.84 Gallons/Hour

SECTION VII. AS-BUILT DRAWINGS

7.1 GENERAL
As-built drawings are required for all systems to be accepted by the City. The engineer will provide one reproducible print or computer diskette and three signed and sealed blue-line prints to the Utilities Department. The as-builts must include the location of the wye branch, the end of the sewer service referenced to the next downstream manhole at each run, the offset of the end of the service referenced from the centerline of the main sewage pipe, and the depth at the end of the service. Elevations of the top (rim) and pipe inverts at each manhole and the length of each run of pipe are required on the as-builts. If the as-builts were prepared by an AutoCad (version 12) compatible program or DFX file, a diskette with that file will be provided to the City.

Certification must be made by the Florida-registered surveyor or engineer accepting responsibility for accuracy of information supplied on the as-built drawings along with a statement on F.D.E.P. Form 17-604.900(2) certifying that the system depicted on the as-built drawing was constructed in substantial conformance with approved plans and will function as intended.

As-builts will be drawn at a scale of 1 inch = 100 feet. Areas requiring additional detail may be enlarged as necessary. Rights-of-way, easements, and lot lines will be accurately shown. Lots, block numbers, and street names will be included

SECTION VIII. FORCE MAIN VALVES

8.1 GENERAL
Valves for use in force mains must be epoxy coated resilient seat gate valves. The resilient seating surface will be bonded to the gate and will seat under compression without wedging or sliding. Air release valves will be Model No. 2-SAR-J as manufactured by Empire Specialty Company or approved equal. Air release valves will be installed in a concrete pit at high points in the main. Requirements stated in Potable & Reclaimed Water Section 2.2 – Valves and Valve Boxes (subsections 2.2.1 and 2.2.4) and Section 5.5 – Valves and Fittings shall also be met for force main valves.

SECTION IX LIFT STATIONS

9.1 PRECAST WET WELLS. Precast wet wells must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division Manager for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or 416 stainless steel.

9.2 WET WELL ACCESS COVERS. Aluminum access covers will be designed for 300 PSF live load with a safety factor of 3. Covers will be equipped with 416 stainless steel hinges and 416 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel gasketed locking bar. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a 3/4"-wide lip around the inside of the frame. The size of the cover will be determined by the wet well size and pump size of the project.

9.3 COATINGS
9.3.1 T-Lok Liner. The entire exterior wall and top surface of the wet well will be protected with a polyvinyl chloride liner cast into the concrete. This liner must be manufactured by Amercon, Inc., or approved equal. All joints will be heat fusion welded to create a water-tight lining. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

9.3.2 Exposed Piping. Exposed piping, pumps, and equipment exposed to raw sewage in valve pits and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted.

9.4 SUBMERSIBLE LIFT PUMPS. Lift station submersible pumps will be three-phase with 3" minimum solids handling capacity. Pump volute, seal housing, and motor housing will be cast iron. Pump impeller will be two vane, one piece cast iron construction. Pump shaft will be one piece 416 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 416 stainless steel hardware. Seal chambers will be equipped with probes to detect water intrusion. Motors will be oil-filled with automatic reset over- temperature sensors embedded in the motor windings. Pumps will be equipped with a stainless steel slide rail system, dual rail type. The pump discharge coupling will be hinged cement-lined ductile iron, 4" minimum diameter, bolted to the wet well floor by 416 stainless steel fasteners. Flanges will be machine threaded. (Compression-type flanges will not be allowed.) Flange bolts, washers, and nuts will be 416 stainless steel. All pipes entering or exiting the wet well will be sealed in a manner that will prevent water leaks around pipes.

9.5 VALVE PIT. A separate valve pit shall be constructed adjacent the wet well to house a check valve for each pump, a gate valve for each pump, and one gate valve for emergency pump-out. The emergency pump outlet will include a brass 4" male quick-disconnect complete with cover. The valve box is to be made of precast or cast-in-place concrete with a cast concrete cover equipped with an aluminum cover cast in the concrete.

9.6 CHECK VALVES. Check valves will be flanged, with outside weight and lever, cast iron housing, 416 stainless steel seat ring, clapper with neoprene sealing surface, O-ring-sealed stuffing box (minimum size 4"). Bolts, washers, and nuts will be 416 stainless steel. Check valves shall meet AWWA specification C508. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

9.7 GATE VALVES. Gate valves will be resilient seated, 4" minimum diameter, with flanged ends, hand wheel operated, non-rising stem, epoxy coated, equipped with double O-rings-sealed stuffing box and 416 stainless steel fasteners. Gate valves will meet AWWA specification C509. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

9.8 CONTROL PANEL. The control panel enclosure will be 316 stainless steel, NEMA 4X rated. The minimum inside dimensions will be 30" w x 36" h x 8" d. The door will be equipped with a three-point latching system with hasp and staple for locking. The enclosure will be equipped with an aluminum dead front inner panel with cutouts for all circuit breakers. Panel shall have one meter (non-reset, hour and one-tenth hour, five digits), one each duplex 120vac convenience outlet (GFI protected); hand-off-automatic (HOA) switch for each pump; run light for each pump (red); one trip light for each pump (amber). Pumps will be controlled by floats: one pump shut-off, one lead pump turn- on, one lag pump turn-on, one high level alarm. Control voltage will be 120vac. Floats will be UL-approved with all weights and switches encapsulated. Motor starters will be NEMA-rated with three-leg protection, as manufactured by Allen-Bradley, General Electric, Square-D, or Furnas Electric. Alternator for lead/lag pump control will be Furnas Electric Model No. 47AB10AF. Circuit breakers will be molded case as manufactured by General Electric, Square-D, or Westinghouse. All pilot devices (switches, relays, lights) will be manufactured by General Electric, Square-D, Furnas Electric, or Westinghouse. The control panel will be equipped with an emergency generator receptacle and emergency main circuit breaker with lock-out from the normal main breaker. Type, size, and voltage rating will be determined by City personnel when shop drawings are submitted for review. A 60-foot copper-clad ground rod will be driven into the ground adjacent to the control panel to ground the electrical system. Grounding wire will be Cad welded to the ground rod.

A variable frequency drive control (VFD) is required for each lift station with pumps of 25 HP or greater. VFDs will be pulse width modulated (PWM) type with the following basic features: constant torque; 460v primary, 460v secondary; three-phase output (0-60hz); built-in self-diagnostics; 4 to 20 made speed control; alpha/numeric display status indicators for power, run, over-current, over-voltage, over-temperature; and automatic re-start. The variable frequency drive must be manufactured in the U.S.A.

Each lift station will be equipped with the following: phase loss relay, over-voltage relay, under-voltage relay. Each relay will have its own fault indicator light.

9.9 CONDUIT. Each pump power cable will be installed through a separate conduit from the wet well to the control panel. An additional conduit will accommodate float wires separate from pump wiring. All conduits will be sealed at the control panel by use of conduit seals. Exposed conduit will be Schedule 40 galvanized, buried conduit will be Schedule 40 PVC.

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Engineering, Planning and Environmental Consultants
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601 21st Street
Vero Beach, FL 32960
Phone: 772-562-7681
Fax: 772-562-9689

THESE DRAWINGS, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

DAVID T. CORRIE, P.E.
REG. NO. 49208
DATE

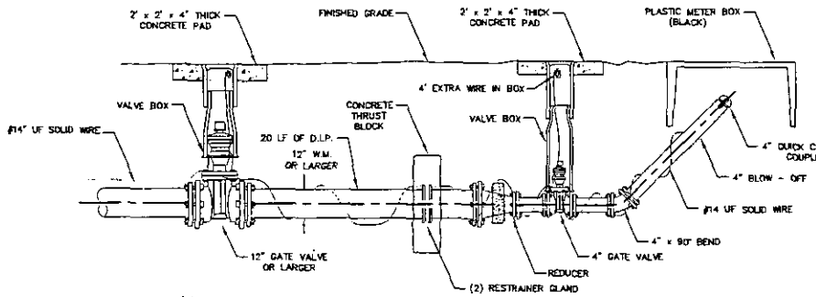
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JOB NO. 042253.1937
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CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

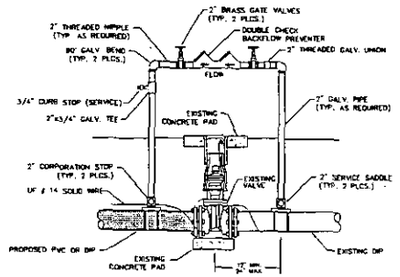
CITY OF COCOA TECHNICAL PROVISIONS - SEWER

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE
NOT TO SCALE
SHEET NO.
C15



4" TEMPORARY BLOW-OFF DETAIL
NTS



2" TEMPORARY JUMPER DETAIL
NTS

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F., THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

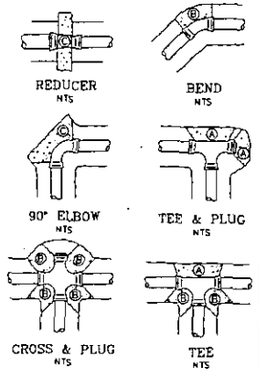
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

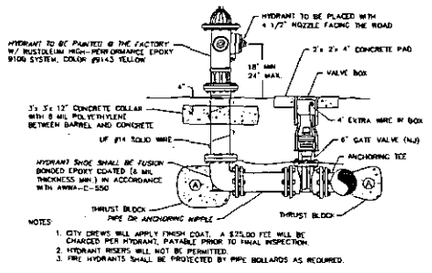
MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1-1/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B (22-1/2°)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-3/4	14-1/2	25-1/4	39

THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BEARING AGAINST THE VERTICAL FINISHED WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.

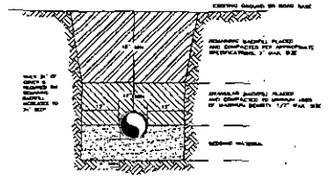


THRUST BLOCK NOTES AND DETAILS
NTS



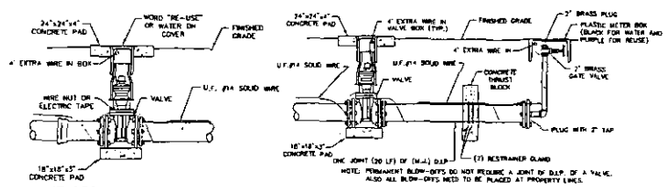
NOTES:
1. CITY CREWS WILL APPLY FINISH COAT. A $75.00 FEE WILL BE CHARGED PER HYDRANT, PAYABLE PRIOR TO FINAL INSPECTION.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANTS SHALL BE PROTECTED BY PIPE BOLLARDS AS REQUIRED.

FIRE HYDRANT DETAIL
NTS



NOTES:
1. BEDDING SHALL CONSIST OF UNIFORM GRANULAR MATERIAL, 3" MAX. SIZE, COMPACTED TO 95% MODIFIED PROCTOR. CONTACT SOILS ENGINEER FOR SUITABLE SOILS IF REQUIRED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGER ROCK, MUCK AND DEBRIS.
5. ALL WORK SHALL CONFORM TO STATE OF FLORIDA TRENCH SAFETY ACT.
6. COMPACT TO 100% OF ASTM D 698 MINIMUM DRY DENSITY UNDER EXISTING & PROPOSED PAVED AREAS. COMPACT TO 98% ON ALL OTHER AREAS UNLESS NOTED ELSEWHERE.

TYPICAL TRENCH DETAIL
NTS

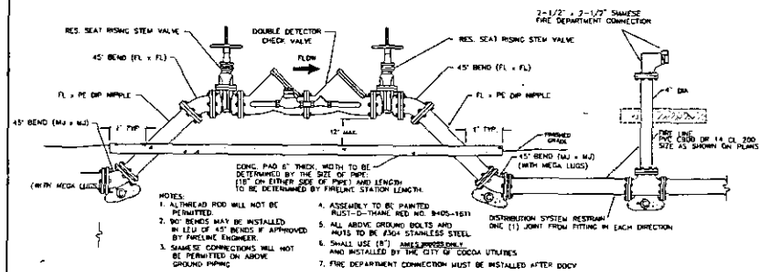


NOTE: IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENSION WILL BE REQUIRED.

BUTTERFLY OR GATE VALVE AND VALVE BOX DETAIL
NTS

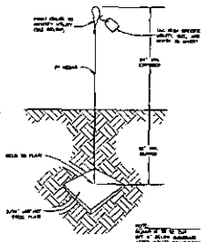
NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OF A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

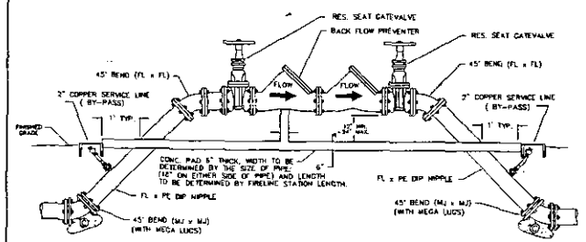
2" TEMPORARY BLOW-OFF DETAIL
NTS



NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. NO BENDS MAY BE INSTALLED IN LEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER.
3. SIAMESE CONNECTIONS WILL NOT BE PERMITTED ON ABOVE GROUND PIPING
4. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. B405-1631
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 316H STAINLESS STEEL.
6. SHALL USE (8") AMES PRESSURE ONLY AND INSTALLED BY THE CITY OF COCOA UTILITIES
7. FIRE DEPARTMENT CONNECTION MUST BE INSTALLED AFTER DDCV

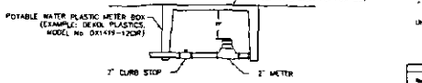
DOUBLE DETECTOR CHECK VALVE
NTS



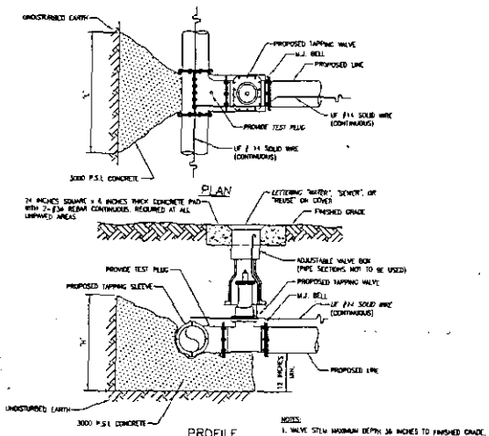


NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST-O-THANE NO. B407-1584 (BLUE)
2. ALL ABOVE GROUND BOLTS AND NUTS TO BE #304 STAINLESS STEEL.
3. ALTHREAD ROD WILL NOT BE PERMITTED.
4. SHALL USE 2 (2") REDUCED PRESSURE BACKFLOW ONLY SUPPLIED AND INSTALLED BY CITY OF COCOA UTILITIES

DOMESTIC 2" BACKFLOW PREVENTER - ABOVE GROUND INSTALLATION
NTS



TYPICAL POTABLE WATER SERVICE CONNECTION
NTS



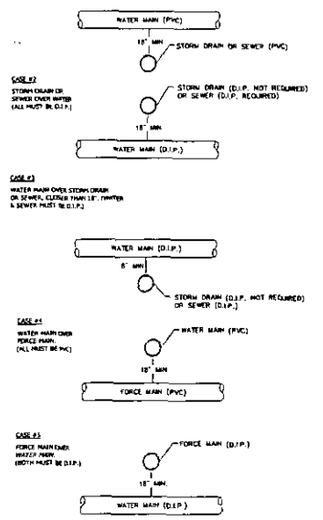
Size	A	B	C	D	E	F	G	H	J	K	L	M	N
4 INCH	13	26											
6 INCH	15	26	20										
8 INCH	15	26	20	26	21	36							
10 INCH	15	26	20	26	21	36	30	48	36				
12 INCH	15	26	20	26	21	36	30	48	36	17			
16 INCH	15	26	20	26	21	36	30	48	36	17	48	23	32
20 INCH	15	26	20	26	21	36	30	48	36	17	48	23	32
24 INCH	15	26	20	26	21	36	30	48	36	17	48	23	32
30 INCH	15	26	20	26	21	36	30	48	36	17	48	23	32
36 INCH	15	26	20	26	21	36	30	48	36	17	48	23	32

DIMENSIONS ARE INCHES

TAPPING SLEEVE AND VALVE
NTS

NOTES:
1. VALVE STEM MAXIMUM DEPTH 36 INCHES TO FINISHED GRADE.
2. VALVE STEM EXTENSION SHALL BE SECURED WITH A STAINLESS STEEL SET SCREW TO THE OPERATING NUT AND SUPPLIED WITH A STAINLESS STEEL CENTERING WASHER.
3. VALVE BOX RISER SHALL BE SUPPLIED BY VALVE BODY MANUFACTURER. P.V.C. RISER SHALL NOT BE ALLOWED.
4. NO TAP SHALL BE MADE BEFORE A TEST OF 150 P.S.I. FOR 30 MINUTES IS PERFORMED ON THE VALVE AND SLEEVE ASSEMBLY WITH ZERO LOSS, WITH THE VALVE IN THE OPEN POSITION AND PLUGGED OR CAPPED.
5. TAPPING SADDLES OR MAINS 4" TO 12" IN DIAMETER WILL BE CAST IRON BODY MECHANICAL JOINT TYPE. SADDLES ON MAINS 16" TO 42" IN DIAMETER WILL BE FABRICATED STEEL W/ O-RING SEAL. FUSION BONDED EPOXY COATED W/STAINLESS STEEL NUTS AND BOLTS.
6. TAPPING SLEEVES TO BE PLACED ON ASBESTOS CONCRETE (AC) PIPE SHALL BE A JCM 432 ALL STAINLESS STEEL SLEEVE OR EQUAL.

UTILITY SEPARATION DETAIL
NTS



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NO.	REVISION	BY	DATE

JOB NO. 012753197
DRAWN BY: SHR
CHECKED BY: DTC
APPROVED BY: DTC
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DRAWING NAME:

WATER DISTRIBUTION DETAILS

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: NOT TO SCALE
SHEET NO.: C16

CFN:2003279488
OR Book/Page: 5047 / 0203

WATER – POTABLE & RECLAIMED

SECTION I. SCOPE OF WORK

1.1 GENERAL

All potable water, reclaimed water, and sewer mains and appurtenances must be installed in accordance with the City of Cocoa Utilities Department's Technical Provisions for the Construction of the Water Distribution System, the Water Reclamation System, and the Wastewater Collection System; the City of Cocoa Utilities Department Utilities Handbook, the approved plans, and the Standard Detail Sheet. Contractor responsibilities include:

- Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.
- Obtaining and paying for all permits, inspections, and other official fees in connection with the work.
- Arranging a pre-construction conference with the Engineering Division. It is recommended that the pre- construction meeting be scheduled prior to ordering materials.
- Scheduling materials inspection, open ditch inspection, pressure/leakage test, and final inspection.

Any deviation from these requirements must be approved in writing by the Engineering Division Manager prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the Appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 600 School Street, Cocoa, Florida, 32922. The Dispatch telephone number is (407) 636- 7671; facsimile number is (407) 639-7663.

1.2 DEFINITIONS

The term "approved equal" is used to mean a part or item that has been approved in writing by the Engineering Division Manager, the Transmission/Distribution Superintendent, or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Whenever a specification from a specific source is cited, the most current revision of that specification will be used.

Unless otherwise specified, "City" means City of Cocoa. "Utilities Department" means City of Cocoa Utilities Department; "Engineering Division" means City of Cocoa Utilities Department, Engineering Division.

SECTION II. MATERIAL SPECIFICATIONS

2.1 PIPE (see also Section 5.3 – Wire for locator wire specifications)

2.1.1 Polyvinyl Chloride Pressure Pipe, 2". Polyvinyl chloride (PVC) pressure pipe (size 2") will be Class 200 (DR 21) and will be blue or white in color. Pipe will be supplied in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral bell-end and spigot-end that are the same OR as the barrel. No solvent-cement joints will be accepted. All PVC pipe and couplings will bear the U.L. label and NSF approval for potable water.

2.1.2 Polyvinyl Chloride Pressure Pipe, 4"-12". Polyvinyl chloride pressure pipe (sizes through 12") will be cast iron pipe equivalent outside diameter Class 150 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral bell-end and spigot-end that are the same OR as the barrel. All PVC pipe and couplings will bear the U.L. label and NSF approval for potable water.

2.1.3 Polyvinyl Chloride Pressure Pipe, 16". Polyvinyl chloride pressure pipe (size 16") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 p.s.i. (DR 18) conforming to AWWA specification C900 and will be blue or white in color. All joints will be of the elastomeric-gasket type with thickened, integral bell-end and spigot-end that are the same OR as the barrel. All PVC pipe and couplings will bear the U.L. label and NSF approval for potable water.

2.1.4 Ductile Iron. Ductile iron pipe will be cement lined pressure Class 350 conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by the Utilities Department prior to installation. Water mains that are less than 10' (ten) apart from existing installations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 3 feet from flowspaces. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene encasement conforming to AWWA specification C105 will be provided for all installations. The polyethylene will be sealed with tape.

2.1.5 Reclaimed Water. PVC pipe installed in reclaimed water systems will be Class 150 (DR 18) conforming to AWWA specification C900 and will be purple in color. All PVC or ductile iron pipe will be installed with a 5"-wide purple cellulose identification tape affixed to the top of the pipe. Such lettering will identify the water main as "REUSE MAIN". Ductile iron pipe installed in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 14" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Ductile iron pipe with identification tape will be installed. Water or horizontal separation of less than 5 feet or vertical separation of less than 18" from potable water mains or sewer mains exists.

2.2 VALVES AND VALVE BOXES

2.2.1 Resilient Seal Gate Valves 4"-16". Resilient seal gate valves will have non-rising stem and be manufactured by American Flow Control, model AFC-2500, U.S. Pipe, Mueseneit, Clow Corporation, or an approved equal. The resilient seal gate valves must conform to AWWA specification C509 and be manufactured in the U.S.A. Resilient seals will be of natural or synthetic rubber and be bonded or mechanically attached to the gate using stainless steel hardware and be rated at a working pressure of 200 psi. The interior and exterior of the valve body will be fusion bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion- resistant seal. The coating must be applied in a manner to withstand the action of line fluids and abrasion of the seating gate under long-term service. Valve seats must seat by compression only. Rubbing of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and are designed to provide a minimum of 28 revolutions of travel. Opening the valve will be in the counterclockwise direction. If the depth of the valve nut is greater than 48" below grade, a 30" seven shaft and under the water table, a valve extension stem will be required. The extension will have a centering collar and be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, model #4840-0001-3, or an approved equal to be determined by the Transmission/Distribution Superintendent or his designee. See Exhibit 1.

2.2.2 Butterfly Valves, 12" and larger. Butterfly valves with mechanical joint ends will be rubber seated, 90° (eight chasing) type, short body. The interior and exterior will be fusion bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 18-8 type 304 stainless steel or type 316 stainless steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 3 and 4 of AWWA specification C504. The valve seat will be of molded resilient or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless steel seat surface. Valves will be for submerged service and will be equipped with totally enclosed gear operators, permanently lubricated and equipped with adjustable stops for open and closed positions. The gear ratio will be such as to require not more than 50 foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be specified if not otherwise specified. It says than 450 foot pounds. Each buried valve will have a standard 2"-square operating nut. The valve will open when the operator nut is turned counterclockwise. If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, model #4840-0001-2, or an approved equal to be determined by the Transmission/Distribution Superintendent or his designee. See Exhibit 1.

2.2.3 Valves, 2". Two-inch valves for use with 2" PVC distribution mains will be of the ball valve design, as manufactured by Ford Meter Box Company, Inc., model #B11-777, or an approved equal. They will be equipped with a 2"-square operator, as manufactured by Ford Meter Box Company, Inc., Model #0787, or an approved equal. Gasketed fittings will be adapted to other pipe size materials by use of brass nipples or PVC gasketed bell adapters. The 2" ball valves will be rated at 125 SWP to 200 WOG. All 2" gate valves must meet all F.P.A. and F.D.E.P. requirements regarding lead and zinc contents. Galvanized fittings and 2" brass ball valves are acceptable only on blowoffs and will not be accepted at other locations. All valves must be manufactured in the U.S.A.

2.2.4 Valve Boxes. Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by Trumbull or Tyler and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a bottom case and two top and bottom sections. The depth must be determined and the appropriate valve box must be installed. No PVC is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER" or "REUSE", as appropriate, cast on the top. A concrete pad (24" l. x 24" w. x 4" d) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot.

2.2.5 Check Valves. Check valves for fireline systems will be the double detector check valve as manufactured by Febco, Model No. 805DDC- Watts, Model No. 709DDC, Ames, Silver Bullet, or an approved equal, in accordance with AWWA specification C506. Double detector check valves will be accepted as a complete approved assembly in accordance with the section on "Cross-Connection Control and Backflow Prevention" in the Utilities Handbook. Check valves must be installed horizontally above ground in a covered area and painted with Rust-O-Thane No. 9400-1611 Red. Paint must be applied in accordance with the manufacturer's recommendations. The check valve will be installed with 12" minimum and 24" maximum clearance from finished grade. The Utilities Department will inspect the interior of the double detector check valve prior to installation.

2.3 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket and field restraint system, such as "Field Lok" as manufactured by U.S. Pipe or an approved equal. All fittings must be manufactured in the U.S.A.

2.3.1 Cast Iron. Cast iron fittings will be AWWA specification C110, Class 250, cement lined with asphaltic seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape).

2.3.2 Ductile Iron. 4"-16". Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be for mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mils polyethylene (sealed with tape).

2.3.3 Bolts. All mechanical joint bolts must be CORTEN Steel.

2.3.4 Tapping Sleeves. Tapping sleeves on mains 4" to 12" in diameter will be cast iron body mechanical joint type. Sleeves on mains 16" to 48" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with stainless steel nuts and bolts. The tapping valve must have centering ring and conform to Section 2.2.1 – Resilient Seal Gate Valves in these Technical Provisions.

2.3.5 PVC. Fittings for 2" PVC pipe will be PVC with rubber gasketed slip joints. No solvent weld joints will be accepted.

2.4 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C503. Hydrants must have a minimum of two 2-1/2" internal main seat threading surfaces. They will be traffic type with drain holes plugged at the factory. Hydrants must be of the following model:

- Model Kent 73 with bronze drain ring, American Darling valve and Manufacturing Company
- Model No. A-421 Super Centurion 200, Mueller Company
- Model pr-81A, ITT Kennedy
- Clow installation, Clow Water Company
- U.S. Ironsmith U.S. Pipe

Hydrants will have one 4-1/2" valve opening, one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Stem couplings are to be cast iron or nylon-coated steel. The valve pipe must be bronze. The hydrant shoe will be coated inside with fusion bonded epoxy, 5 mil minimum. All hydrant bolts will be stainless steel. The hydrant will have high-performance epoxy B100 system, non-lead, dry film thickness 3 to 6 mils, color #9743 Yellow. City will apply finish paint to each new fire hydrant after the contractor has paid the appropriate charges.

Finish grade is to be established and the proper length hydrant installed by the contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The contractor will not install risers or make repairs to hydrants. Adjustments or repairs to be made to the hydrant after satisfaction will be done by the City. The contractor or developer will be charged the cost of labor and materials for this service and must pay before the work is performed. In advance. At least inspection, it is determined that a fire hydrant has been modified, the hydrant will be removed. Either the proper length hydrant will be installed by the City, at the contractor or developer's expense, or the contractor may purchase a proper length hydrant and install it under the direction of Utilities Department personnel.

2.5 SERVICE CONNECTIONS, 3/4"-2"

All service connections will be corporation connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be at the 8ore type 1-1/2" and 2" services are to be of type K drawn temper in straight lengths or annealed temper if furnished in coils. Occasionally, soft lead-based solder joints will be accepted. Any repairs of service lines will be by Par-o-lin-kore coupling. No compression fittings will be accepted. Type K copper will be the minimum diameter on the service line. Service taps in PVC pipe will be drilled with a shell cutter. The plug will be removed.

2.5.1 Saddles. Saddles must be used for all connections to PVC pipe. Saddles must be brands as manufactured by Mueller Company, Ford Meter Box Company, or Smith-Blair Company. The pipe sizes for these manufacturers are noted below:

MUELLER: For pipe sizes 4" to 12", for 3/4" and 1" services, the single strap design must be used. For 1-1/2" and 2" services, the double strap design must be used. Both designs are for the H-70000 series.

FORD: For pipe sizes 4" to 12", for 3/4" and 1" services, the style 1018 single strap design must be used. For 1-1/2" and 2" services, the style 2028 double strap design must be used. For pipe sizes 16" and larger, for 3/4", 1", 1-1/2", and 2" services, the style 202D double strap design must be used.

SMITH-BLAIR: For pipe sizes 4" to 12", for 3/4" and 1" services, the 321 series single strap design must be used. For pipe sizes 4" and larger, for 3/4", 1", 1-1/2" and 2" services, the 323 series double strap design must be used.

An approved equal may be used in lieu of any of the above-listed designs/models.

2.5.2 Curb Stops 3/4" and 1". Curb stops 3/4" and 1" in size will be Mueller Mark II Ordward Model No. H-15700, or No. B-24-350N ball valve, as manufactured by Mueller Company; Model No. B-23-232N can be used for 3/4" curb stops and Model No. B-23-444N for 1" curb stops, as manufactured by Ford Meter Box Company, Model No. 4317, as manufactured by Hays Manufacturing Company, or an approved equal. Corporation curb stops must have locking wings and a swivel meter nut. Curb stops that are 1-1/2" or 2" will be Ford Quarter-Turn with locking wing model No. B73-666W for 1-1/2", Model No. BF23-777W for 2", as manufactured by Ford Meter Box Company, Model No. 4316 as manufactured by Hayes Manufacturing Company or an approved equal.

2.5.3 Corporation Stops 3/4" and 1". Corporation stops 3/4" and 1" will be of brass and equal to Model No. H-15000, manufactured by Mueller Company; Model No.F-600, as manufactured by Ford Meter Box Company, Model No. 5300, as manufactured by Hayes Manufacturing Company, or an approved equal. Corporation stops 1-1/2" and 2" will be brass and equal to Model No. H-15000, manufactured by Mueller Company; Model No. FB 600, as manufactured by Ford Meter Box Company Model No. 6400, as manufactured by Hayes Manufacturing Company, or an approved equal.

2.5.4 Location. Services will not be located at alternating lot lines outside the sidewalk but will be two feet of the right-of-way as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision. Curb stops will be installed in finished grade in a plastic meter box with an Iron Kupper lid with a full open hinge, such as Model No. DX1419-12CRR, as manufactured by Doval Plastics, or an approved equal. Service locations will be permanently stenciled on concrete curb or the street with a blue "W" for water and a green "S" for sewer. Curb stops will not be located at the opposite lot corner from water services where practical or the first minimum separation.

2.5.5 Reclaimed Water. Reclaimed water service will be installed to finished grade in a plastic meter box with a purple plastic top and iron flanged lid with a full open hinge, such as Model No. DX1419-12CRP, as manufactured by Doval Plastics, or an approved equal. A 3" x 5" x 2" permanent plastic tag, secured to the curb stop with a nylon tie wrap, will be supplied. Tags will be inscribed "REUSE WATER DO NOT DRINK".

2.6 INSPECTION OF MATERIALS

Materials conveyed to the job site will be subject to inspection by the City prior to installation. As materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the City prior to installation will be uncovered by the contractor at his/her expense to verify compliance with these specifications. The contractor will furnish copies of the packing list(s) for materials upon demand.

SECTION III. PROTECTION OF PROPERTY AND OBSTRUCTIONS

3.1 PROTECTION. Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountering on the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

3.2 OBSTRUCTIONS. All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans.

SECTION IV. TRENCH PREPARATION

4.1 EXCAVATION. A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only as far in advance of pipe placement as necessary. The trench will be excavated to the depth required so as to provide a uniform and continuous bearing support for the pipe or unreinforced ground that takes will be provided at each point to permit jointing to be made and inspected properly.

During excavation, if ledges, ledges, muck or other organic materials considered unstable as determined at the bottom of the trench at any grade, it will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that drain's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a bulkhead foundation must be constructed. Extracted material will be piled in such a manner that it will not endanger work or obstruct natural water courses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

4.2 SHEETING AND BRACING. Open cut trenches must be sheeted and braced as required by any governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect the property of the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate.

4.3 DE-WATERING. Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers, or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel sand pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of removing. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The City is not responsible for obtaining de-watering permits.

SECTION V. PIPE LINE CONSTRUCTION

5.1 GENERAL

All water mains, service lines and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

5.2 PIPE PLACEMENT. The bottom of the trench will not be excavated below the specified grade. If unexcavating occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Engineering Division Manager. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from all oil and grease. Each section of pipe will be laid to conform to the grade and bearing the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Between mechanical joints and from PVC slip joints, a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland must be assembled with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material (Section 5.4). The pipe will be laid to the centerline of the pipe and connected to ninety-five percent (95%) of standard Proctor T-99.

Pipe will be installed with 36" minimum cover. Maximum cover of 42" will be accepted. Cover requirements will be determined by the finished grade as indicated on the plans. At times when pipe placement is not in progress, the open trench will be closed by means of a water-tight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the test will remain in place until the trench is pumped completely dry.

5.3 WIRE. A 14 GFI4 locator wire will be installed on all potable water, reclaimed water, and sewer mains. The wire must be placed on the top of the pipe with at least one wrap around each section of pipe. A run of unspliced wire from one point to each approach. Each fire hydrant must have the wire at the wire around the barrel located at final grade.

A run of wire will also be brought up in each valve box. The wire will have 4 feet of excess length. Wire is to be connected together using a yellow wire nut.

5.4 BACKFILLING. All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other materials which is considered unsuitable. When suitable material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to maintain the length of open trench. Valves, fittings, and thrust blocks will be left uncovered until inspected by the Utilities Department have been completed.

5.5 VALVES AND FITTINGS. All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed plumb at the pavement where practical. A roadway valve box will be provided for every valve. This valve box must rest, transit shaft or stress to the valve and will be centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade, and as specified on the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature is to be stamped into the disc and include valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" GV U.S.P. 70 C.C.W.)

5.6 FIRE HYDRANTS. All fire hydrants will be located as shown on the plans and marked on the pavement with a blue reflector. On undivided streets, a blue reflector will be utilized to a post and placed as close to the edge of the road as feasible so as to be easily visible. The hydrants will be located to assure adequate fire hydrant accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians is minimized. All hydrants must stand plumb with the pumper nozzle facing towards the curb and the very low of the hydrant at the finished grade. Fire hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. All fire hydrants will be connected to the main in the manner shown on the Standard Detail Sheet.

5.7 THRUST BLOCKS. Thrust blocks will be installed at all bends, fire hydrants, and as specified on the plans. In accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of mechanical joint ductile iron pipe will be installed at all main endings and a thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint.

5.8 PIPE INSTALLED IN CASINGS. Pipe to be installed under pavement where open trenching is not permitted will be bored through a steel casing which has been jacked and bored. Casing size will be as indicated below:

PIPE SIZE	MINIMUM CASING SIZE
4"	12"
6"	16"
8"	20"
10"	24"
12"	30"
16"	36"

Water mains must be bushed or pulled through the casing on pressure-treated wood skids attached to the pipe with approved plastic ties. Stainless steel casing spacers with polyethylene skids will be accepted in lieu of wood skids and are required on mains 12" in diameter and larger. The stainless steel casing spacers with polyethylene skids will be placed in accordance manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed below casings.

5.9 BLOWOFFS. Flushing blowoffs are to be installed and constructed as shown on the Standard Detail Sheet. Blowoff materials include: 2" galvanized pipe, threaded fittings, 2" brass wheel valve, and plastic meter box (purple, for reuse). The plastic meter box is to be installed at grade over the water valve. The wheel valve shall be within six inches of finished grade and will be plugged with a brass plug. 4" blowoffs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reuse tag will be installed on reuse main blowoffs in a reuse meter box.

SECTION VI. TIE-INS TO EXISTING SYSTEMS

6.1 GENERAL

The contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of a representative of the Utilities Department. All contractors must follow the procedures listed below for connecting new mains to existing water systems.

6.1.1 Mains 8" and smaller. Tie-in valves will be operated and pressure tested to verify water-tightness prior to the tie-in. Valves that are not water tight must be replaced or a new valve must be installed immediately adjacent to the valve, whenever the tie-in is not to be completed until the system has been approved for service by F.D.E.P. and the City. The contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" sampler equipped with a backflow preventer (double check) will be installed. The backflow preventer will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure on the main after a pressure/bacteriological test. The tie-in valve is not to be operated and the sampler is not to be removed until clearances has been obtained from F.D.E.P. and the City. The project engineer will be required to provide an executed F.D.E.P. certificate of completion prior to placing the system in service. The sampler, if one was installed, the sampler removed, and the main thoroughly flushed under the supervision of the Engineering Division.

6.1.2 Mains 10" and larger. The same procedure as listed for mains 8" and smaller will be used for mains 10" and larger except that a backflow preventer will be utilized for filling the main, providing water for bacteriological sampling, and maintaining pressure on the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Division. The tie-in valve is not to be operated and the sampler is not to be removed until clearance has been obtained from F.D.E.P. and the City. After clearance, the tie-in valve will be opened, the sampler removed, and the main thoroughly flushed under the supervision of the Engineering Division.

SECTION VII. TESTING

7.1 GENERAL

All newly installed pipe shall has been backfilled must be tested at a gauge pressure of 150 psi in accordance with AWWA specification C600.

7.2 FLUSHING. The City will provide water for flushing and testing only at water for line filling, flushing, and testing of mains. The contractor will notify the Engineering Division prior to flushing or filling mains. The pressure in the City's system will be monitored during the flushing. It is not to be allowed to drop below 20 psi. If pressure is allowed to drop below 40 psi. Water used during wasteful or unsupervised flushing will be billed to the contractor.

7.3 HYDROSTATIC TEST. A blowoff or fire hydrant will be installed at the end of the pressure under test. The two being installed will be blower lined with water to the specified test pressure. Before applying the specified test pressure, all air will be expelled from the test section through corporation connections. If fire hydrants or blow-offs are not available at high elevations, taps will be made at such elevation will be made to facilitate air removal and testing. When testing is complete, the perwick holes installed for air removal will be replaced.

The line must hold the 150 psi test pressure for a two-hour test period. The first hour is to be witnessed by the contractor; the second hour must be witnessed by Engineering Division personnel. Sufficient human resources are to be employed to insure inspection. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure at all times.

7.4 LEAKAGE TEST. A leakage test at 150 psi will be performed on all newly installed sections of pipe after completion of all pressure tests. The leakage observed must be less than the following per thousand feet of pipe:

SIZE	ALLOWABLE LEAKAGE
2"	0.20 Gallons/Hour
4"	0.33 Gallons/Hour
6"	0.50 Gallons/Hour
8"	0.67 Gallons/Hour
10"	0.83 Gallons/Hour
12"	1.00 Gallons/Hour
16"	1.33 Gallons/Hour

SECTION VIII. DISINFECTION & BACTERIOLOGICAL TESTING

8.1 GENERAL

The contractor must flush mains and arrange for complete disinfection by chlorination under the direction of the Utilities Department. Work will conform to applicable provisions of AWWA specification C651, "Disinfecting water Mains." Water with a chlorine content of 100 ppm will be evenly distributed throughout the pipe system and allowed to remain in the pipe for twenty-four hours before it is flushed out. After flushing, the water should contain 25 ppm for 24 hours after chlorinating. Valves, connections and tie-ins made before testing must be disinfected in accordance with AWWA specification C651. Samples will be taken by Utilities Department personnel. Water mains must not be flushed between samples. The contractor will be responsible for all costs to cover the cost of bacteriological tests. The contractor must have proof of payment for bacteriological testing at the time of pressure and leakage test inspection. Sample points are determined by the F.D.E.P. Samples are collected Monday through Thursday by City of Cocoa Dye Plant personnel. Dye Plant personnel can be contacted at (407) 568-5867 to schedule a sample pick-up. If samples taken do not demonstrate satisfactory results, re-chlorination is required. A fee will be charged by the City for additional sample collection and analysis.

Disinfection and bacteriological testing of reclaimed water mains is performed in the same manner as potable water mains. Sample points for reclaimed water mains, however, are determined by the Engineering Division Manager. Samples are collected Monday through Thursday by City of Cocoa Solary Plant personnel. Solary Plant personnel can be contacted at (407) 639-7881 to schedule a sample pick-up. If samples taken do not demonstrate satisfactory results, re-chlorination is required. A fee will be charged by the City for additional sample collection and analysis.

SECTION IX. CONNECTION TO EXISTING SYSTEM

9.1 GENERAL

Connections to existing City concrete mains will be made by the Utilities Department under the direction of the Engineering Division. Any changes for taps or connections made by the Utilities Department will be paid for by the City by the contractor prior to the installation. For all water main connections, the contractor must obtain all required permits, provide a dry pit as set forth in all pertinent excavation sheeting and bracing, maintenance of traffic, all right-of-way restrictions, and notify all utilities prior to construction. Taps on PVC, AC, or DIP mains that are from 4" through 12" in size must be made by City personnel. All necessary materials and valves provided by the contractor. Alternatively, the tap may be made by a tapping contractor who has been approved by the Utilities Department.

Tapping sleeves and valves supplied by the contractor will be inspected by the Engineering Division prior to installation. The installed tapping sleeve and valve must be tested with water at 150 psi for 10 minutes prior to tapping to insure a water-tight installation. The pressure test will be performed by the contractor and witnessed by a representative of the Engineering Division. After the pressure test of the sleeve has been completed and payment of the tapping cost has been made to the City of Cocoa Customer Service Department, the contractor must contact the Transmission/Distribution Division to schedule the tap. When performed from the Transmission/Distribution service an site to make the tap, the contractor will provide a dry work pit in accordance with Type A, Standard 34. The contractor will also provide the necessary equipment to lift the tapping machine into and out of the pit.

SECTION X. FINAL CLEAN-UP AND ACCEPTANCE

10.1 GENERAL

Upon completion of the work and before acceptance by the Utilities Department, the contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The contractor will leave all street affected by his/her operations in a neat and presentable condition.

SECTION XI. FIRE SERVICE

11.1 GENERAL

Where fire pipe sprinkler service is used, an approvable backflow prevention device will be installed in accordance with the "Cross-Connection Control and Backflow Prevention" section of the Utilities Handbook.

SECTION XII. CONNECTION OF BUILDINGS OVER FOUR FLOORS

12.1 GENERAL

Connection of domestic water supply systems serving buildings over four floors in height to the City's water distribution system will be subject to the following requirements:

1. A future unit analysis will be performed by the project engineer to determine peak domestic flow requirements. This analysis is to be provided to the City.

2. A water meter and a reduced pressure backflow preventer, sized in accordance with the domestic flow requirements, will be installed above ground at the developer's expense.

3. Upon written request, the City will provide the site engineer with the minimum expected system pressure. The site engineer will be responsible for providing this information to the architect and building owner, based by providing an adequate supply of water to all parts of the building during periods of maximum pressure will be the responsibility of the building architect.

4. Repair costs for damage to the water meter caused by flows exceeding its rated capacity will be charged to the customer

SECTION XIII. BACKFLOW PREVENTERS

13.1 GENERAL

Backflow preventers must be installed at locations where dangerous cross-connections may occur. The need for backflow preventers will be determined by the Utilities Department. Backflow preventers will be the reduced pressure type, as manufactured by Febco, Cla-Val, Hersey, Ames, Watts, or an approved equal, and will have interior bronze bonded epoxy coating 5 to 12 mils, and will be installed above grade in accordance with manufacturer's recommendations on a concrete pad adjacent to the meter. Backflow preventers are to be approved in accordance with the "Cross-Connection Control and Backflow Prevention" section of the Utilities Handbook.

SECTION XIV. AS-BUILT DRAWINGS

14.1 GENERAL

As-built drawings are required for all systems to be accepted by the City. As-builts will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

1. Location of all valves, service lines, fittings and fire hydrants using at least two ties to permanent points (monuments, property corners, curbs, or stormwater inlets) An acceptable station and offset system may be used for service lines and fittings only.

2. Elevations in the top of the water line at intervals of 300 feet and at all drainage and sewer main crossings. Bench mark to be shown on as-builts.

3. Separation between reclaimed water or force mains and water mains if they are installed within 10 feet of water mains.

4. Water main material and distance of mains from buildings or structures within 20 feet of the water main.

5. Distance from hydrant to hydrant valve.

6. Pertinent easement information.

7. Certification by the surveyor or engineer accepting responsibility for accuracy of information supplied on the as-built drawings and a statement certifying that all mains are within easements and/or public rights-of-way. The name "City of Cocoa" must appear on all as-built survey information.

As-builts will be drawn at a scale of 1 inch = 100 feet. Areas requiring additional detail may be enlarged as necessary. Rights-of-way, easements, and lot lines will be accurately shown. Lots, block numbers, and street names will be included. If the as-built work property by an AutoCad (version 12) compatible program or DFX file, a deliverable with that file will be provided to the City. All projects within the South Manatee Water Service Area will be prepared in a digital format compatible with AutoCad (version 12).

One reproducible print or computer diskette and three signed and sealed blue-line prints are required. After the surveyor or engineer has certified the locations, the engineer will certify to F.D.E.P. Form 62-555.810(7) that the system depicted on the as-built drawing was constructed in substantial conformance with approved plans and will function as intended.

CFN:2003279488
OR Book/Page: 5047 / 0204

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Suite 400
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DAVID T. CORBEL, P.E.
FL. PE NO 49208
DATE

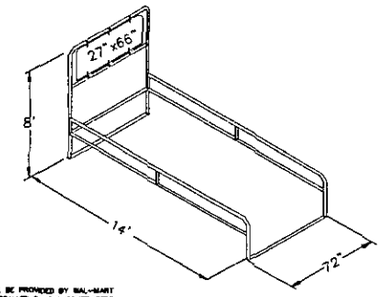
NO.	REVISION	BY	DATE

JOB NO. 061295197
DESIGNED BMR
CHECKED BTC
APPROVED BTC
DATE 6/18/03
DRAWING NAME

CITY OF COCOA TECHNICAL PROVISIONS – WATER

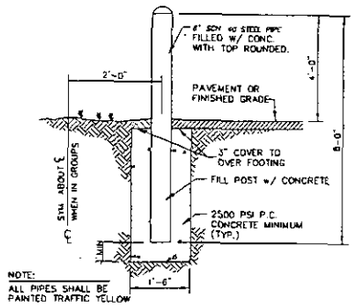
WAL*MART, COCOA, FLORIDA
STORE #1774-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE
NOT TO SCALE
SHEET NO.
C17



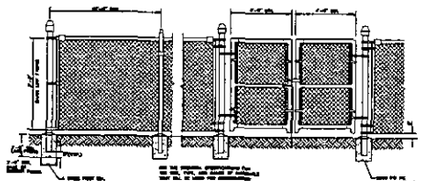
CART CORRALS WILL BE PROVIDED BY WAL-MART AND ASSEMBLED/INSTALLED BY THE CONTRACTOR AT THE LOCATIONS SHOWN ON THE SITE PLAN.

CART CORRAL
NOT TO SCALE

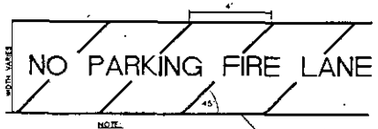


NOTE:
ALL PIPES SHALL BE PAINTED TRAFFIC YELLOW

PIPE BOLLARD
NOT TO SCALE

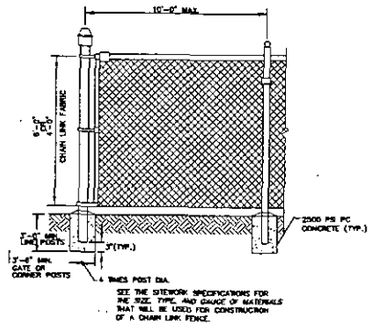


CHAIN LINK FENCE W/4' DOUBLE GATE DETAIL



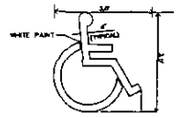
NOTE:
FIRE LANE WITH 6" WIDE STRIPING AT 45° TYPICAL.
"NO PARKING-FIRE LANE" MARKING ON PAVEMENT AT 80' O.C. LETTERS TO BE A MINIMUM 2'-0" TALL.

FIRE LANE DETAIL
NOT TO SCALE

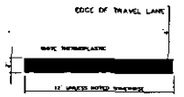


SEE THE SITEWORK SPECIFICATIONS FOR THE SIZE, TYPE, AND GAUGE OF MATERIALS THAT WILL BE USED FOR CONSTRUCTION OF A CHAIN LINK FENCE.

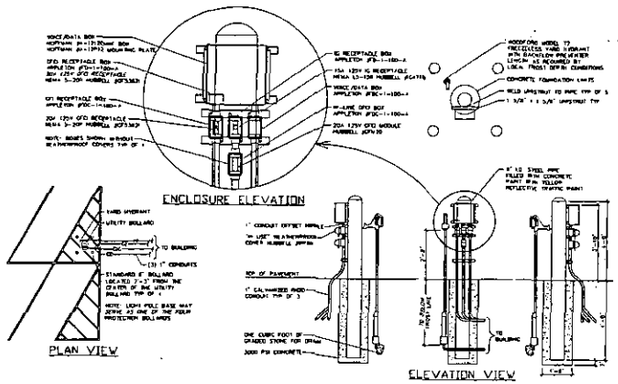
4' AND 6' HIGH FENCE DETAIL
NOT TO SCALE



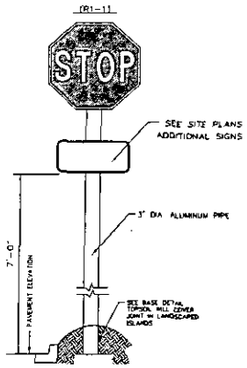
ACCESSIBLE PARKING SYMBOL DETAIL
NOT TO SCALE



TRAFFIC STOP BAR DETAIL
NOT TO SCALE



REMOTE GARDEN CENTER UTILITY BOLLARD
NOT TO SCALE



STOP SIGN
(SEE SIGN BASE DETAILS C-19)

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DAVID T. CORRIE, P.E.
FL PE NO 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 042253.037
DRAWN BY: MB
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 6/18/03
DRAWING NAME:

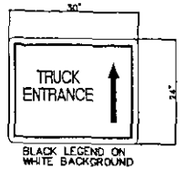
MISCELLANEOUS DETAILS
WAL*MART,COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: NOT TO SCALE
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CFN:2003279488
OR Book/Page: 5047 / 0205

NOTE

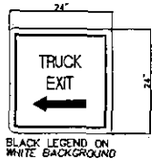
WORDS AND ARROWS FOR DRIVEWAYS SHALL BE THERMOPLASTIC PER FDOT AND APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN BECTION 9B OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS.



BLACK LEGEND ON WHITE BACKGROUND

ARROW UP

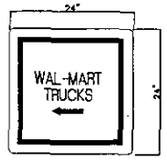
"TRUCK ENTRANCE" SIGN



BLACK LEGEND ON WHITE BACKGROUND

ARROW LEFT

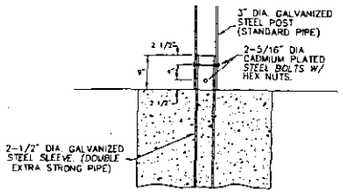
"TRUCK EXIT" SIGN



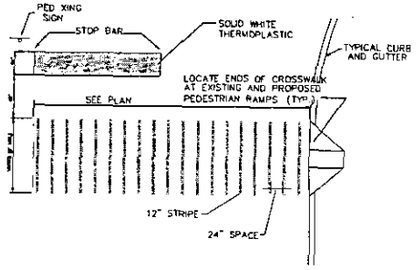
BLACK LEGEND ON WHITE BACKGROUND

ARROW LEFT

"WAL-MART TRUCKS" SIGN

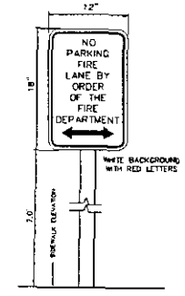


BASE DETAIL IN LAWN OR LANDSCAPED AREAS

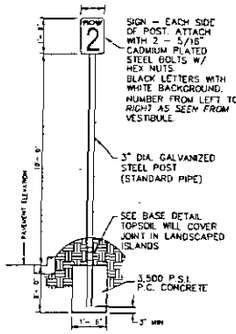


NOTE: MARKINGS FOR STREET SHALL BE ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 9B OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

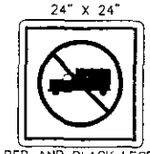
ON-SITE CROSSWALK MARKINGS



FIRE LANE SIGN

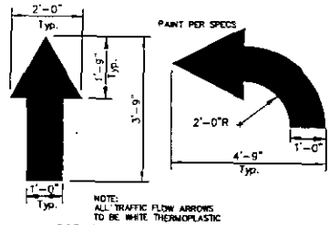


AISLE SIGN IN LANDSCAPE ISLAND



RED AND BLACK LEGEND ON WHITE BACKGROUND

"NO TRUCKS" SIGN



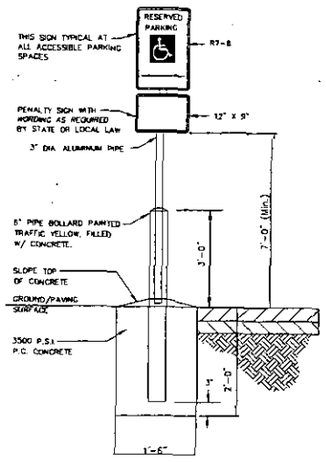
NOTE: ALL TRAFFIC FLOW ARROWS TO BE WHITE THERMOPLASTIC

ON SITE TRAFFIC FLOW ARROW DETAIL

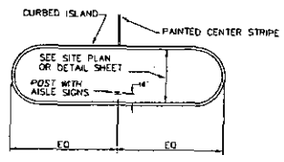


NOTE: ALL TRAFFIC FLOW ARROWS TO BE SOLID YELLOW REFLECTIVE TRAFFIC PAINT PER DIMENSIONS ABOVE.

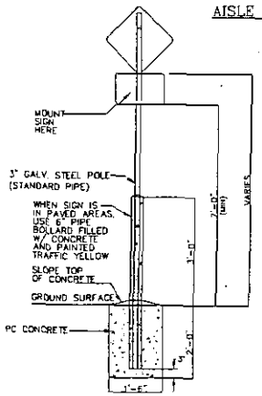
"ENTER" PAVEMENT MESSAGE w/ ARROW



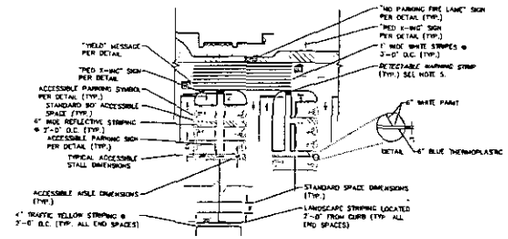
ACCESSIBLE PARKING SIGN



CURBED ISLAND - 90° AISLE SIGN LOC. - 90° PARKING

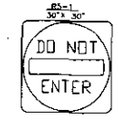


STANDARD PEDESTRIAN CROSSING SIGN BASE



NOTES:
1. SEE SITE PLAN FOR COMPLETE LAYOUT.
2. THESE DETAILS ARE FOR REFERENCE AND DIMENSIONAL CONTROL ONLY.
3. ALL DIMENSIONS ARE TO CENTER OF STRIPE UNLESS OTHERWISE INDICATED.
4. STRIPING TO BE COLORED AS SHOWN UNLESS DICTATED OTHERWISE BY LOCAL CODE OR PROJECT SPECIFICATIONS.
5. PROVIDE DETECTABLE SURFACE FOR ALL ACCESSIBLE WALKWAYS PER FDOT INDEX 304 (LATEST REVISION 7/24/2002) AND IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
6. BLUE ACCESSIBLE STRIPING AND WHITE SYMBOL ARE THERMOPLASTIC, STANDARD PARKING STRIPING SHALL BE PAINT.
7. LIMITS OF VESTIBULE PEDESTRIAN STRIPING SHOULD EXTEND FROM EITHER FIVE FEET BEYOND THE VESTIBULE OR THE LIMITS OF THE ADA ROUTE, WHICHEVER IS GREATER.
8. REFER TO FDOT INDEX 17346 FOR ACCESSIBLE STRIPING DETAIL.

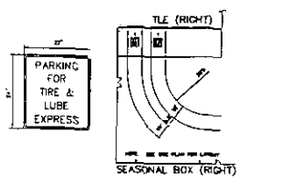
ACCESSIBLE PARKING DETAIL, VESTIBULE CROSSWALK
PARKING LOT STRIPING AND 90° PARKING LAYOUT



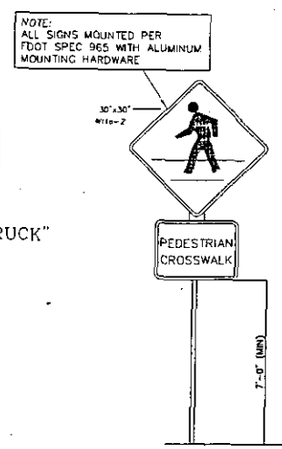
R5-1
"DO NOT ENTER"
NOT TO SCALE



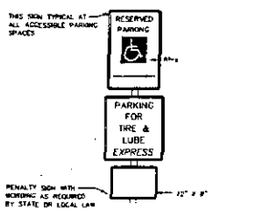
"DELIVERY TRUCK" SIGN



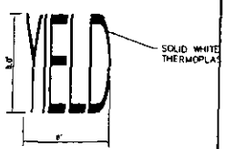
TLE STRIPING AND SIGNAGE DETAIL



STANDARD PEDESTRIAN CROSSING SIGN



ACCESSIBLE PARKING SIGN FOR T.L.E.



"YIELD" MESSAGE DETAIL
NOT TO SCALE

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Vero Beach, Fl 32960
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Fax: 772-567-9689

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DAVID T. CORRIE, P.E.
FLA. LIC. NO. 49208
DATE

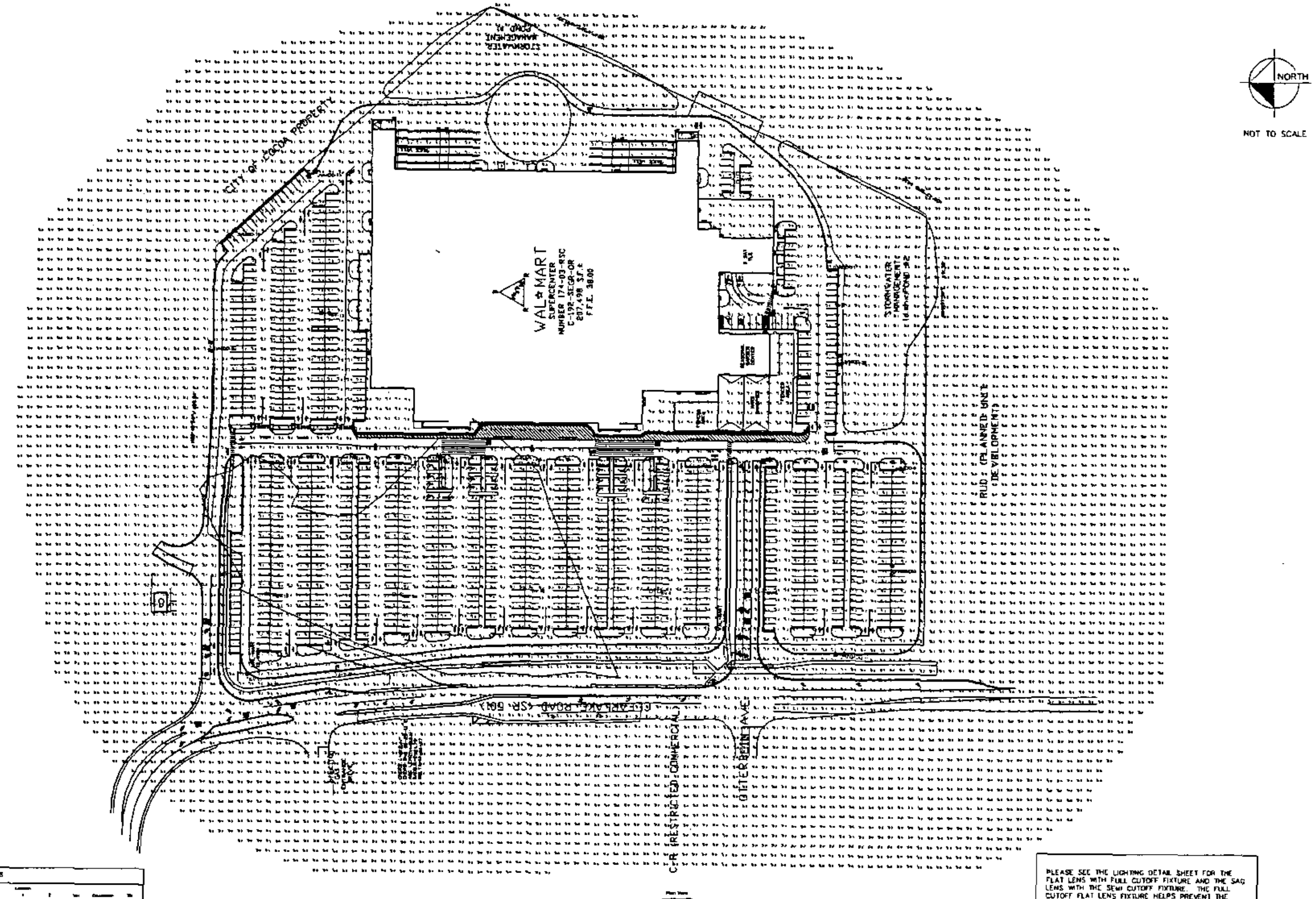
NO.	REVISION	BY	DATE

JOB NO. 064725.0197
DRAWN BY: SHR
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 6/16/03
DRAWING NAME:

MISCELLANEOUS DETAILS
WAL-MART/COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: NOT TO SCALE
SHEET NO.: C19

CFN:2003279488
OR Book/Page: 5047 / 0206



LUMINAIRE LOCATIONS

[illegible]

STATISTICS

[illegible]

NOTES

[illegible]

PLEASE SEE THE LIGHTING DETAIL SHEET FOR THE FLAT LENS WITH FULL CUTOFF FIXTURE AND THE SAG LENS WITH THE SEMI CUTOFF FIXTURE. THE FULL CUTOFF FLAT LENS FIXTURE HELPS PREVENT THE DIRECT IMAGE OF THE BRIGHT LAMP SOURCE AND LOWERS THE INTENSITY OF GLARE AT HIGH ANGLES. THE BOTTOM OF THE LAMP IN THE FLAT LENS FIXTURE IS ABOVE THE PLANE OF THE FIXTURE AS OPPOSED TO THE SAG LENS FIXTURE WHERE THE BOTTOM OF THE LAMP EXTENDS BELOW THE BOTTOM OF THE FIXTURE. THE FLAT LENS FULL CUTOFF FIXTURE WILL PLACED ON ALL POLES ADJACENT TO CLEARLAKE RD AND THE RESIDENTIAL PROPERTY. THE SAG LENS SEMI CUTOFF FIXTURE WILL PLACED ON POLES DIRECTLY IN FRONT OF THE STORE. PLEASE SEE THE SITE PLAN FOR LIGHT POLE LOCATIONS.

LUMINAIRE SCHEDULE

[illegible]

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Fax: 772-562-9689

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DAVID T. CORRIE, P.E.
FL PE NO 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 042753197
DRAWN BY SHR
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

PHOTOMETRIC PLAN

WAL*MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE NOT TO SCALE
SHEET NO. C20

CFN:2003279488
OR Book/Page: 5047 / 0207

FEATURES AND SPECIFICATIONS

INTENDED USE – USE FOR PARKING LOTS, STREETS AND SURROUNDING AREAS.

CONSTRUCTION – HEAVY GAUGE DIE-FORMED ALUMINUM HOUSING IS FABRICATED USING ROBOTIC CONTINUOUS SEAM-WELD PROCESS FOR WEATHER-TIGHT INTEGRITY. INTEGRAL STRUCTURAL SUPPORT PLATE FOR MOUNTING ARM AND ELECTRICAL COMPONENTS ENSURES RIGIDITY AND STRENGTH. HINGED ALUMINUM DOORFRAME INCORPORATES STAINLESS STEEL HARDWARE. CONTINUOUS SILICONE GASKETING SURROUNDS LENS FOR WEATHER-TIGHT SEAL. OPTIONAL TOOLLESS HARDWARE IS AVAILABLE TO MAXIMIZE INSTALLATION AND MAINTENANCE EASE. THERMAL SHOCK RESISTANT TEMPERED GLASS LENS. CHOICE OF CONTOURED DROP LENS OR FLAT LENS IS AVAILABLE IN STANDARD PRODUCT.

FINISH– STANDARD FINISH IS DARK BRONZE ELECTROSTATICALLY APPLIED POWDER PAINT. OPTIONAL LINEAR EMBOSSED ACCENT REVEALS ARE AVAILABLE.

OPTICS – VERTICAL-LAMP REFLECTORS ARE ONE-PIECE SPUN AND FORMED ANODIZED ALUMINUM. SPECIALIZED DISTRIBUTIONS ARE AVAILABLE FOR EITHER DROP LENS OR FLAT LENS. REFLECTORS FOR EACH ARE INDEPENDENTLY DESIGNED TO OPTIMIZE LIGHT OUTPUT FOR THE LENS TYPE. HORIZONTAL-LAMP REFLECTORS ARE ALSO AVAILABLE. MOGUL-BASE PORCELAIN SOCKET WITH COPPER ALLOY, NICKEL-PLATED SCREW SHELL AND CENTER CONTACT. VERTICALLY-ORIENTED FOR TYPES SYM AND ASY DISTRIBUTIONS. HORIZONTAL POSITION-ORIENTED FOR TYPES FA, R2, R3, AND R4. UL LISTED 1500W–600V, 4kV PULSE RATED.

ELECTRICAL SYSTEM – ALL ELECTRICAL COMPONENTS ARE MOUNTED TO A HEAVY-GAUGE PLATE TO MAXIMIZE HEAT DISSIPATION AND ENSURE STRUCTURAL INTEGRITY FOR OPTIMAL COMPONENT LIFE. CONSTANT WATTAGE AUTOTRANSFORMER BALLASTS ARE COPPER WOUND AND 100% FACTORY TESTED. SUPER CWA PULSE-START BALLASTS ARE REQUIRED FOR 320, 350, 450 AND 750 WATT (MUST ORDER SCWA OPTIONS).

INSTALLATION – EXTRUDED ALUMINUM ARM WITH INTEGRAL SPLICE COMPARTMENT. STANDARD ARM IS 9" IN LENGTH. (12" ARM IS REQUIRED FOR FIXTURES MOUNTED AT 90°.) ARMS ARE AVAILABLE FOR USE WITH MULTIPLE POLES, WALL MOUNTING AND UNIQUE CONFIGURATIONS.

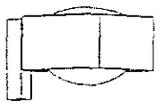
LISTING – UL LISTED TO US AND CANADIAN SAFETY STANDARDS (SEE OPTIONS). NOM CERTIFIED (SEE OPTIONS). UL LISTED FOR WET LOCATIONS. OPTICAL CHAMBER IS RATED IP CERTIFIED FOR INGRESS PROTECTION PER IEC529 INTERNATIONAL STANDARDS.

LITHONIA LIGHTING

AREA LIGHTING

KVF

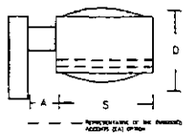
SAG LENS



METAL HALIDE
320W, 350W, 400W, 450W, 750W, 1000W
20' TO 40' MOUNTING

SPECIFICATIONS
EPA: 2.8 FT (.25M)
(INCLUDES ARM)
SQUARE: 21.5 (54.6)
DEPTH: 17 (43.2)
ARM LENGTH: 9 (22.8)
WEIGHT: 53 LBS (24 KG)

A– ARM LENGTH
S – SQUARE
D–DEPTH



ALL DIMENSIONS ARE INCHES (CENTIMETERS) UNLESS OTHERWISE SPECIFIED.

MOUNTING OPTION	DRILLING TEMPLATE
SPxx, RPxx, DA12P	5
WBxx, DA12WB	6
WWxx	7

SEMI-CUTOFF SAG LENS FIXTURE DETAIL

FEATURES AND SPECIFICATIONS

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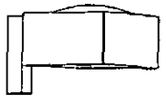
LISTING – UL LISTED TO US AND CANADIAN SAFETY STANDARDS (SEE OPTIONS). NOM CERTIFIED (SEE OPTIONS). UL LISTED FOR WET LOCATIONS. OPTICAL CHAMBER IS RATED IP CERTIFIED FOR INGRESS PROTECTION PER IEC529 INTERNATIONAL STANDARDS.

LITHONIA LIGHTING

AREA LIGHTING

KVF

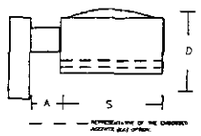
FLAT LENS



METAL HALIDE
250W, 320W, 350W, 400W, 450W, 750W, 1000W
20' TO 40' MOUNTING

A– ARM LENGTH
S – SQUARE
D–DEPTH

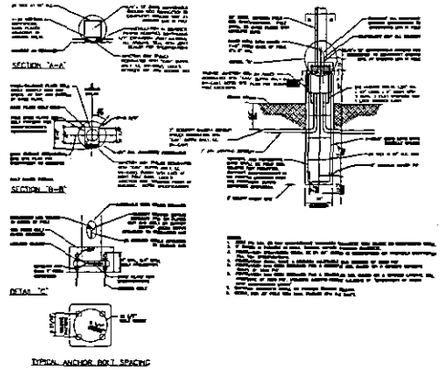
SPECIFICATIONS
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(INCLUDES ARM)
SQUARE: 21.5 (54.6)
DEPTH: 14 (35.5)
ARM LENGTH: 9 (22.8)
WEIGHT: 53 LBS (24 KG)



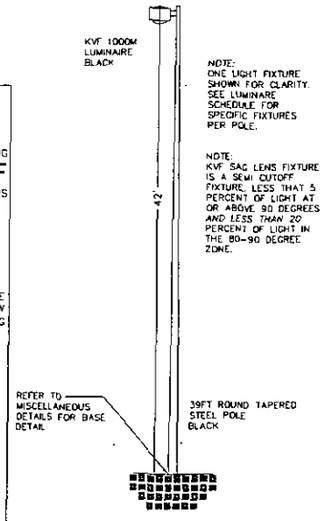
ALL DIMENSIONS ARE INCHES (CENTIMETERS) UNLESS OTHERWISE SPECIFIED.

MOUNTING OPTION	DRILLING TEMPLATE
SPxx, RPxx, DA12P	5
WBxx, DA12WB	6
WWxx	7

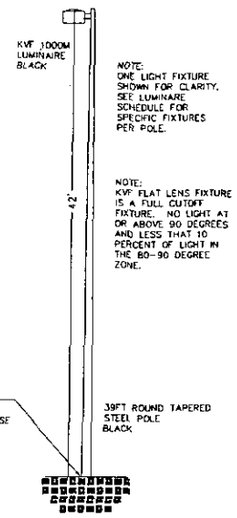
FULL-CUTOFF FLAT LENS FIXTURE DETAIL



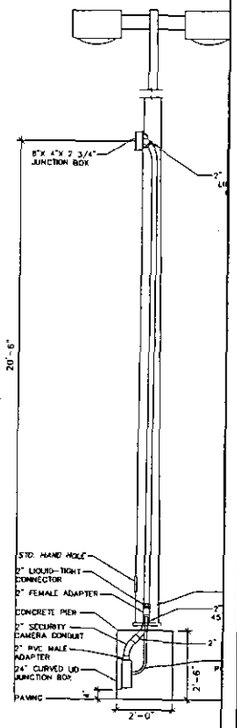
TYPICAL LIGHTING POLE BASE DETAIL
NOT TO SCALE



SAG LENS DETAIL



FLAT LENS DETAIL



POLE MOUNTED CAMERA

NOTE:
ONLY FOR POLE LOCATIONS DESIGNATED "CAM" SUFFIX ONLY, I.E. BV-CAM WIRING BY OTHERS.

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
801 21st Street
Vero Beach, Fl 32960
Phone: 772-562-7981
Fax: 772-562-9689

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DAVID T. CORNIE, P.E.
FL PE NO 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 042253197
DRAWN BY SHR
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
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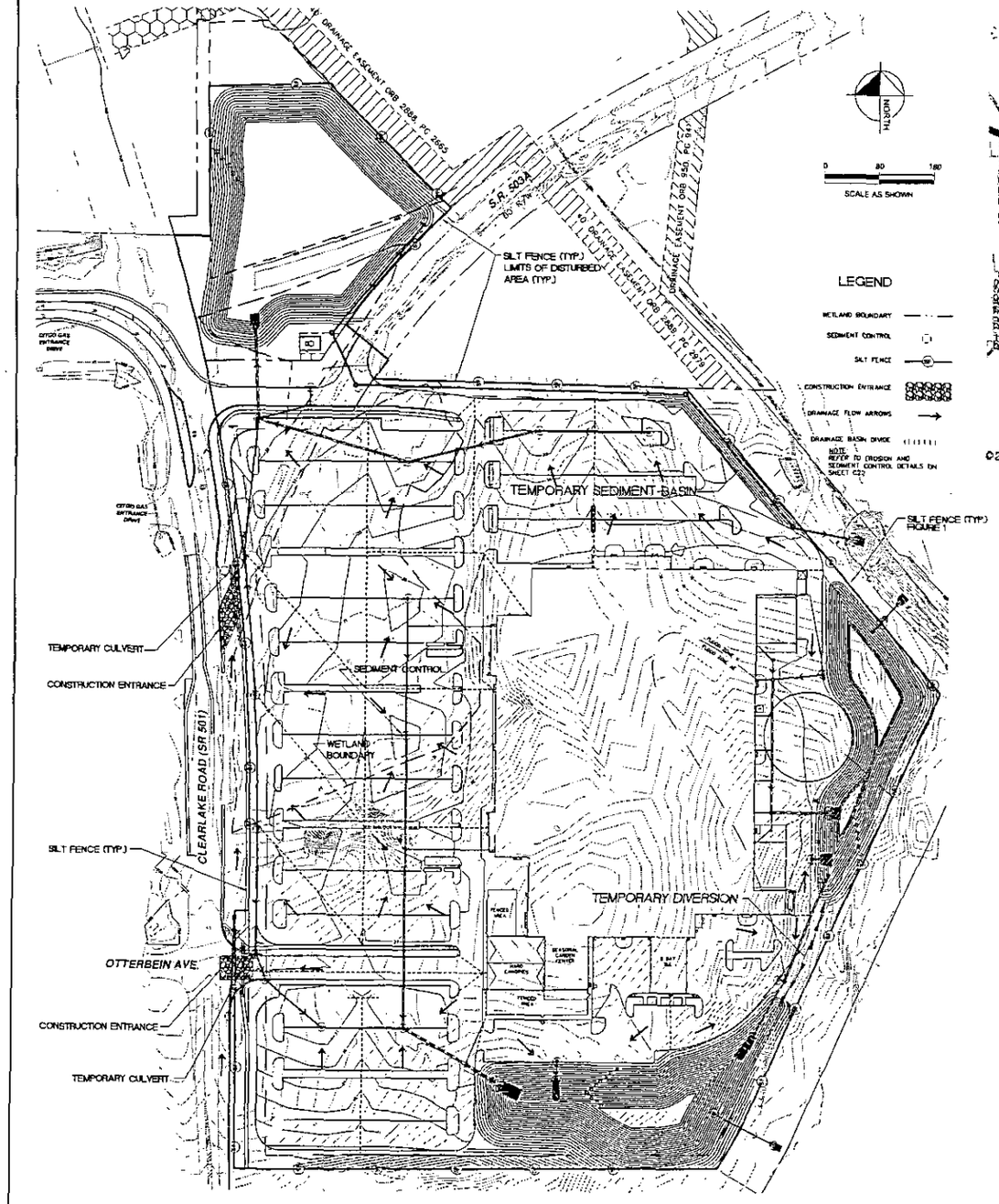
LIGHTING DETAILS

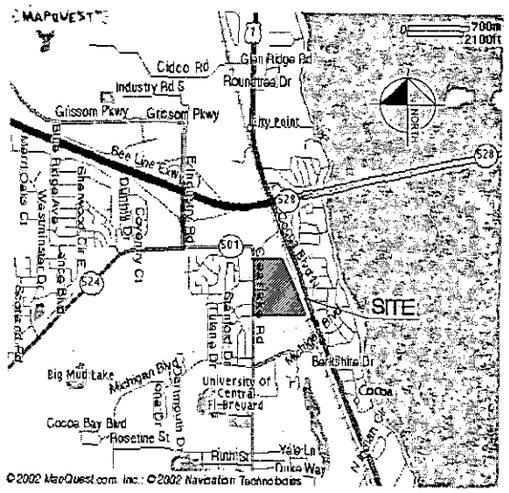
WAL*MART:COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE
NOT TO SCALE

SHEET NO.
C20A

CFN:2003279488
OR Book/Page: 5047 / 0208





GENERAL VICINITY MAP

CONSTRUCTION SEQUENCE

(CONTRACTOR TO MODIFY AS NEEDED IN ACCORDANCE WITH SECTION 02370.3.02 OF THE PROJECT SPECIFICATIONS)

INSTALL CONSTRUCTION ENTRANCES, TEMPORARY CULVERTS AND SILT FENCE IN ACCORDANCE WITH PLAN SHEETS C21 AND C22.
CONSTRUCT ROCK SURFACE FOR TEMPORARY PARKING
CLEAR AND GRUB IMPROVEMENT AREAS
EXCAVATION AND EMBANKMENT TO FORM DETENTION PONDS AND DRAINAGE CHANNELS
EXCAVATION AND EMBANKMENT TO FORM THE BUILDING PAD AND PAVEMENT AREAS
CONSTRUCT UNDERGROUND UTILITIES AND STORMWATER COLLECTION SYSTEM
COMPLETE ON-SITE STABILIZATION

THE ACTUAL SCHEDULE FOR IMPLEMINTING POLLUTANT CONTROL MEASURES WILL BE DETERMINED BY PROJECT CONSTRUCTION PROGRESS

SITE DEVELOPMENT CALCULATIONS

GROSS SITE AREA TO BE DISTURBED 24.84 ACRES
GROSS AREA (INCLUDING OFF-SITE) TO BE DISTURBED 26.87 ACRES
*WEIGHTED POST DEVELOPMENT CURVE NUMBER (CN) VALUE FOR THE OVERALL SITE IS 86.

BMPs
BEST MANAGEMENT PRACTICES

This plan has been prepared to ensure compliance with appropriate conditions of the City of Cocoa Code, the Rules of the Florida Department of Environmental Protection, Chapter 17-25, F.A.C., and the St. Johns River Water Management District, Chapter 40C-4, F.A.C. The plan addresses the following areas:

1. General erosion control
2. Protection of surface water quality during and after construction
3. Control of wind erosion

The various techniques or actions identified under each section indicate the appropriate situation when the techniques should be employed. Area identified is a cross-reference to a diagram or figure representing the technique.

It should be noted that the measures identified on this plan are only suggested BMP(s). The contractor shall provide pollution prevention and erosion control measures as specified in the SJRWMD erosion control details and as discussed in section 02370 of the specifications.

SECTION 1 GENERAL EROSION CONTROL

1.1 General erosion control BMPs shall be employed to minimize soil erosion and potential toxic slope conditions. While the various techniques required will be site and plan specific, they should be employed as soon as possible during construction activities.

1.2 Cleared site development areas not continually scheduled for construction activities shall be covered with hay or mechanically and periodically watered sufficiently to stabilize the temporary groundcover.

1.3 Slopes of banks of retention/detention ponds shall be constructed not steeper than 3H:1V from top of bank to two feet below normal water level as shown on Paving, Grading and Drainage Plan.

1.4 Sod shall be placed for a 2-foot wide strip adjoining all curbing and around all inlets. Sod shall be placed before silt barriers are removed.

1.5 Where required to prevent erosion from sheet flow across pervious ground from entering a lake or swale, a temporary sediment sump shall be constructed.

1.6 Stabilization will be initiated on all disturbed areas within 14 days of work ceasing, unless construction activity will resume in that area within 21 days after work stoppage.

SECTION 2 PROJECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION

2.1 Surface water quality shall be maintained by employing BMPs in the construction planning and construction of all improvements.

2.2 Where practical, stormwater shall be conveyed by swales.

2.3 Erosion control measures shall be employed to minimize turbidity of surface waters located downstream of any construction activity. While the various measures required will be site specific, they shall be employed as needed in accordance with the following:

a. In general, erosion shall be controlled at the furthest practical upstream location.

b. Stormwater inlets shall be protected during construction. Protection measures shall be employed as soon as measures shall be employed as soon as practical during the various stages of inlet construction. Silt barriers shall remain in place until sodding around inlets and all disturbed areas is complete.

2.4 Heavy construction equipment parking and maintenance areas shall be designed to prevent oil, grease, and lubricants from entering site drainage features including stormwater collection and treatment systems. Contractor shall provide broad mats, hay bales or silt screens around, and sediment sumps within, such areas as required to contain spills of oil, grease or lubricants. Contractor shall have, available, and shall use, absorbent filter pads to clean up spills as soon as possible after occurrence.

2.5 Silt barriers, any silt which accumulates behind the barriers and any fill used to anchor the barriers shall be removed promptly after the end of the maintenance period specified for the barriers.

SECTION 3 CONTROL OF WIND EROSION

3.1 Wind erosion shall be controlled by employing the following methods as necessary and appropriate:

a. Bare earth areas shall be watered during construction as necessary to minimize the transport of fugitive dust. It may be necessary to limit construction vehicle speed if bare earth has not been effectively watered. In no case shall fugitive dust be allowed to leave the site under construction.

b. As soon as practical after completion of construction, but not later than 14 days, bare earth areas shall be vegetated.

c. At any time both during and after site construction that watering and/or vegetation are not effective in controlling wind erosion and/or transport of fugitive dust, other methods as are necessary for such control shall be employed. These methods may include erection of dust control fences. If required, dust control fences shall be constructed in accordance with the detail for a silt fence except the maximum height shall be 4 feet.

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
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Suite 400
601 21st Street
Vero Beach, Fl 32960
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DAVID T. COPPAGE, P.E.
FL REG. NO. 49208
DATE

NO.	REVISION	BY	DATE

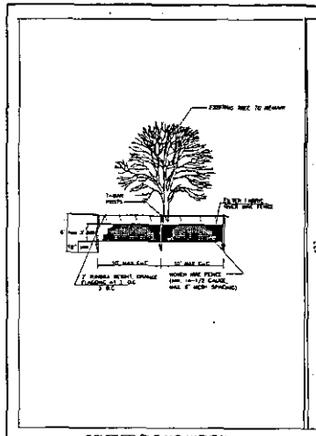
JOB NO. 047253197
DRAWN BY: SHR
CHECKED BY: DTC
APPROVED BY: DTC
DATE: 6/18/03
DRAWING NAME:

EROSION AND SEDIMENT CONTROL PLAN / SITE MAP

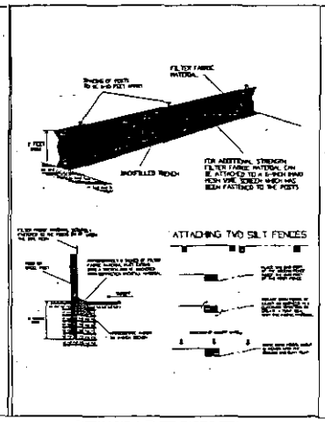
WAL*MART, COCOA, FLORIDA
STORE #1774-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 80'
SHEET NO. C21

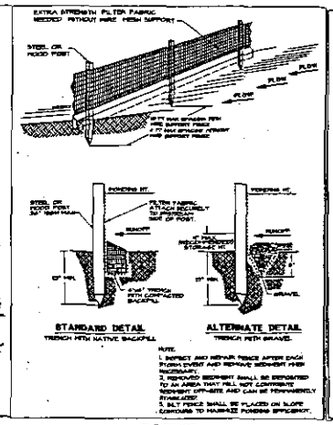
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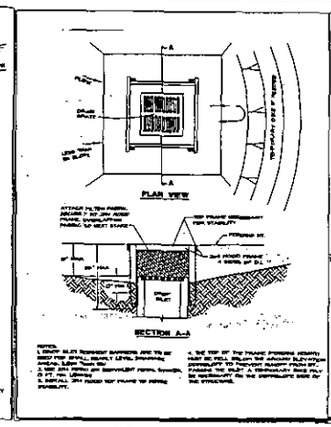
COMBINED SILT AND NATURAL RESOURCE PROTECTION FENCE EMERGENCY SPILLWAY



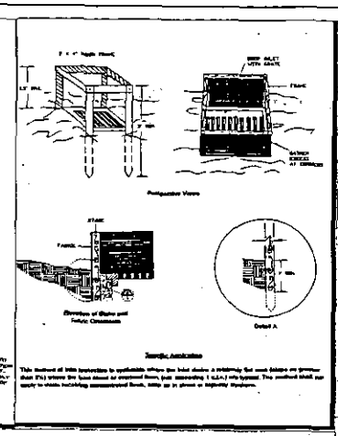
INSTALLING A FILTER FABRIC FENCE



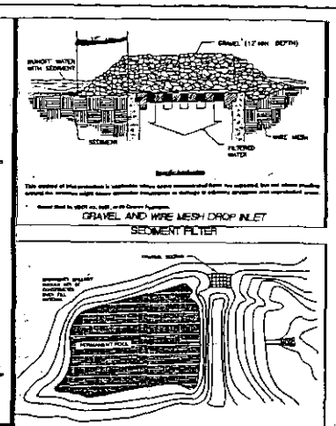
SILT FENCE



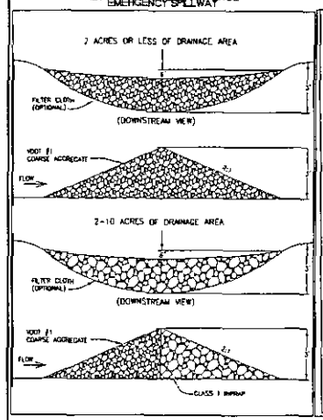
SILT FENCE DROP INLET SEDIMENT BARRIER



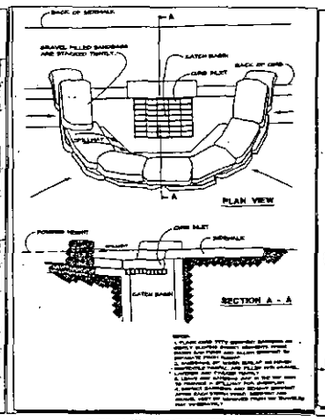
FILTER FABRIC DROP INLET SEDIMENT BARRIER



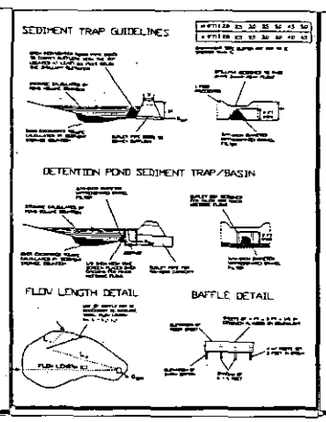
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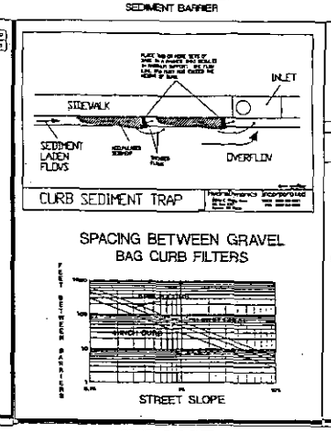
ROCK CHECK DAM



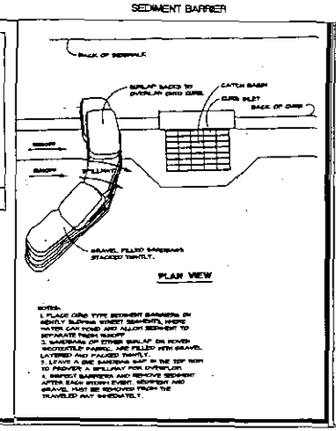
CURB INLET SEDIMENT BARRIER



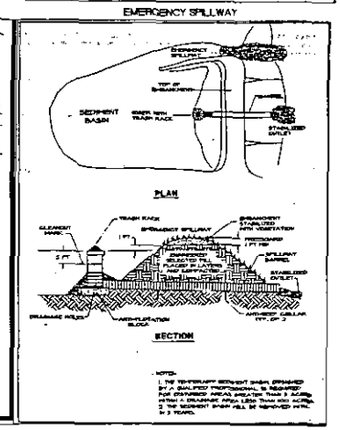
SEDIMENT TRAP AND BASIN GUIDE



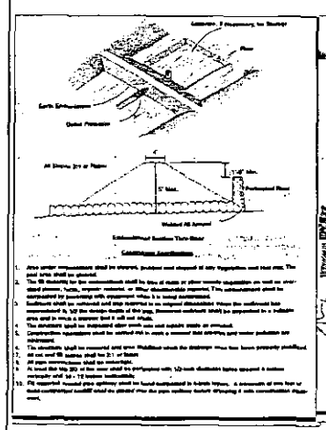
GRAVEL BAG CURB SEDIMENT FILTERS



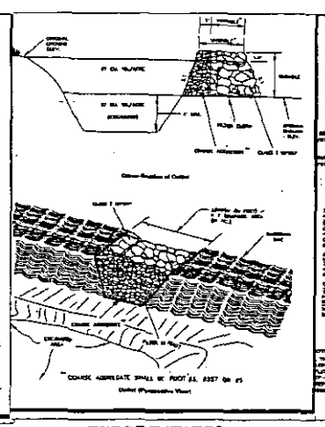
CURB AND GUTTER SEDIMENT BARRIER



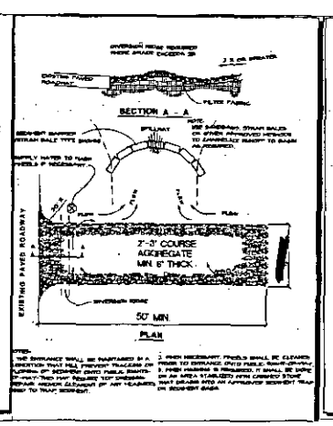
SEDIMENT BASIN



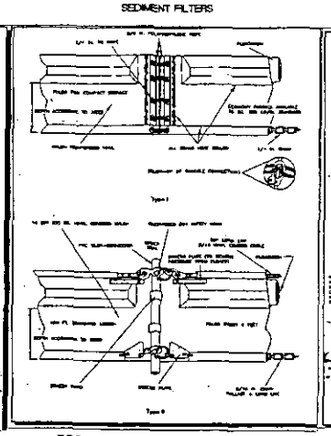
PIPE OUTLET SEDIMENT TRAP



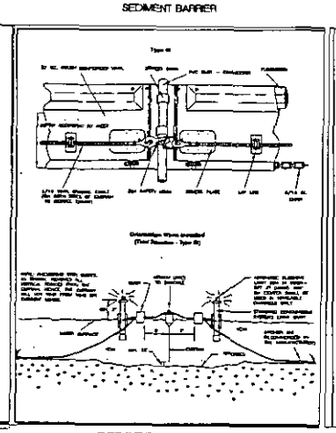
STONE OUTLET SEDIMENT TRAP



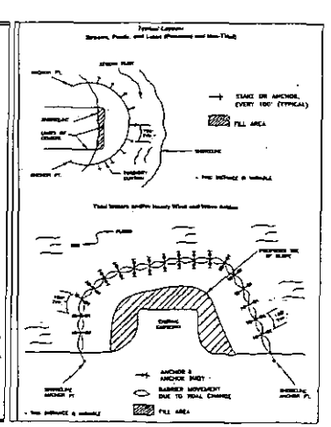
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE



TYPE I AND II FLOATING TURBIDITY BARRIER



TYPE III TURBIDITY BARRIER



TYPICAL INSTALLATION LAYOUT

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
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601 21st Street
Vero Beach, Fl 32960
Phone: 772-562-7981
Fax: 772-562-9689

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DAVID T. CORRIE, P.E.
FL PE NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO 047253.037
DRAWN BY SHR
CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME

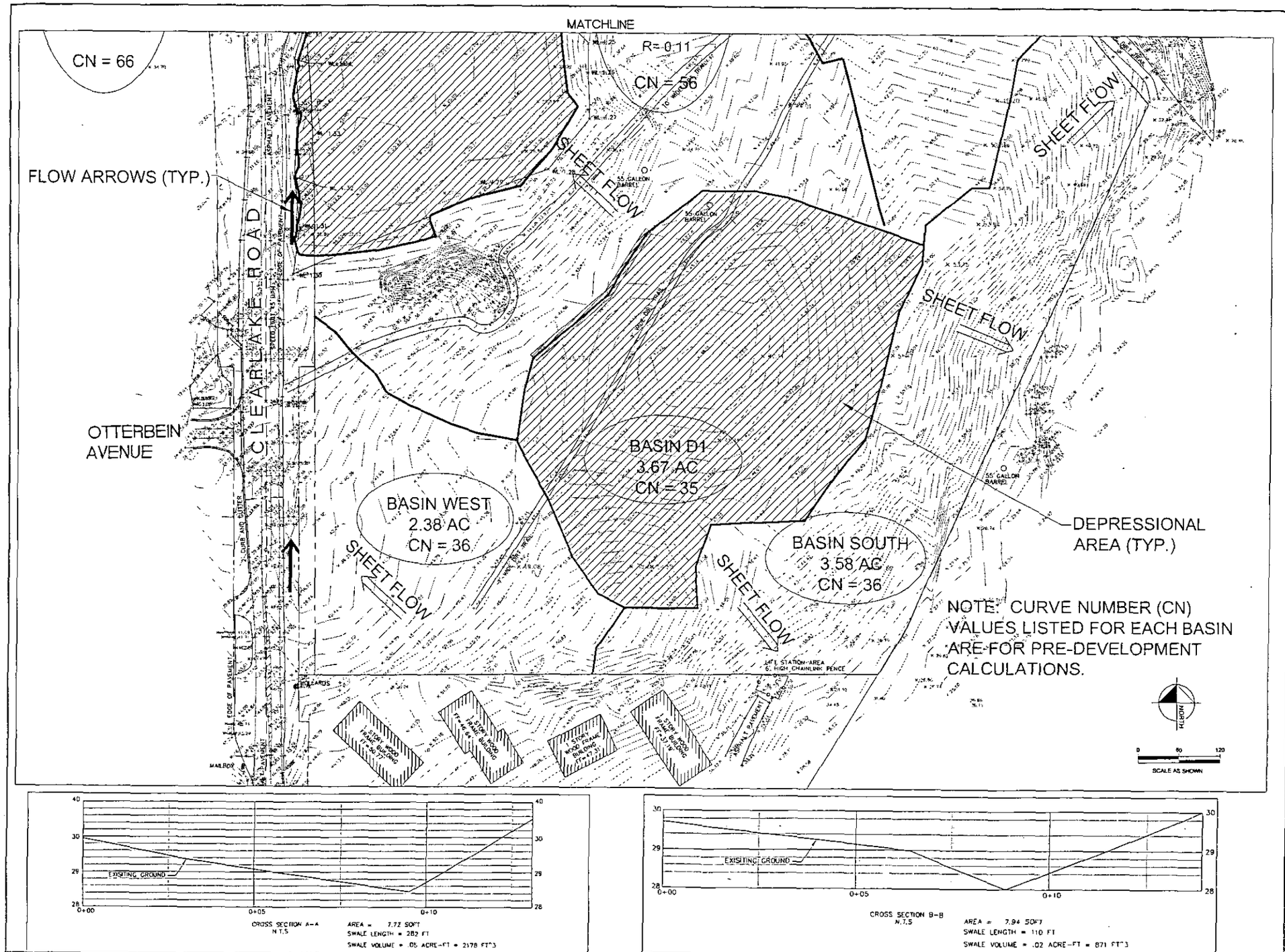
EROSION AND SEDIMENT CONTROL DETAILS

WAL*MART, COCOA, FLORIDA
STORE #1741-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE NO TO SCALE

SHEET NO. C22

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D.I.C.

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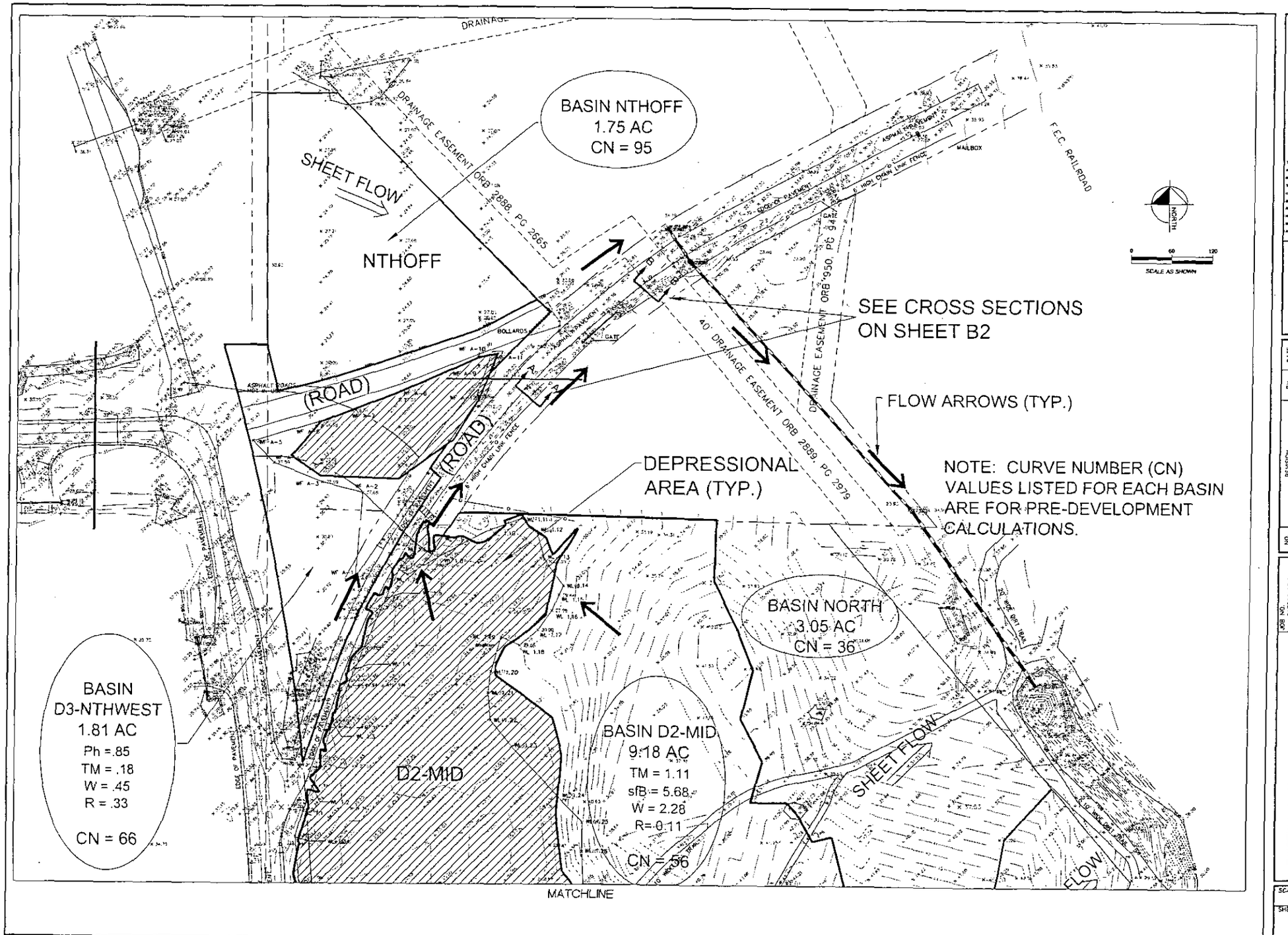
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DESIGNED BY SKH
CHECKED BY DIC
APPROVED BY DIC
DATE 4/04/03
DRAWING NAME PRE-DEV-BASIN-MAP

EXISTING CONDITIONS DRAINAGE MAP

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-0R
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 50'
SHEET NO. C23

CFN:2003279488
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DAVID T. CORRE
No. # 49108
DATE

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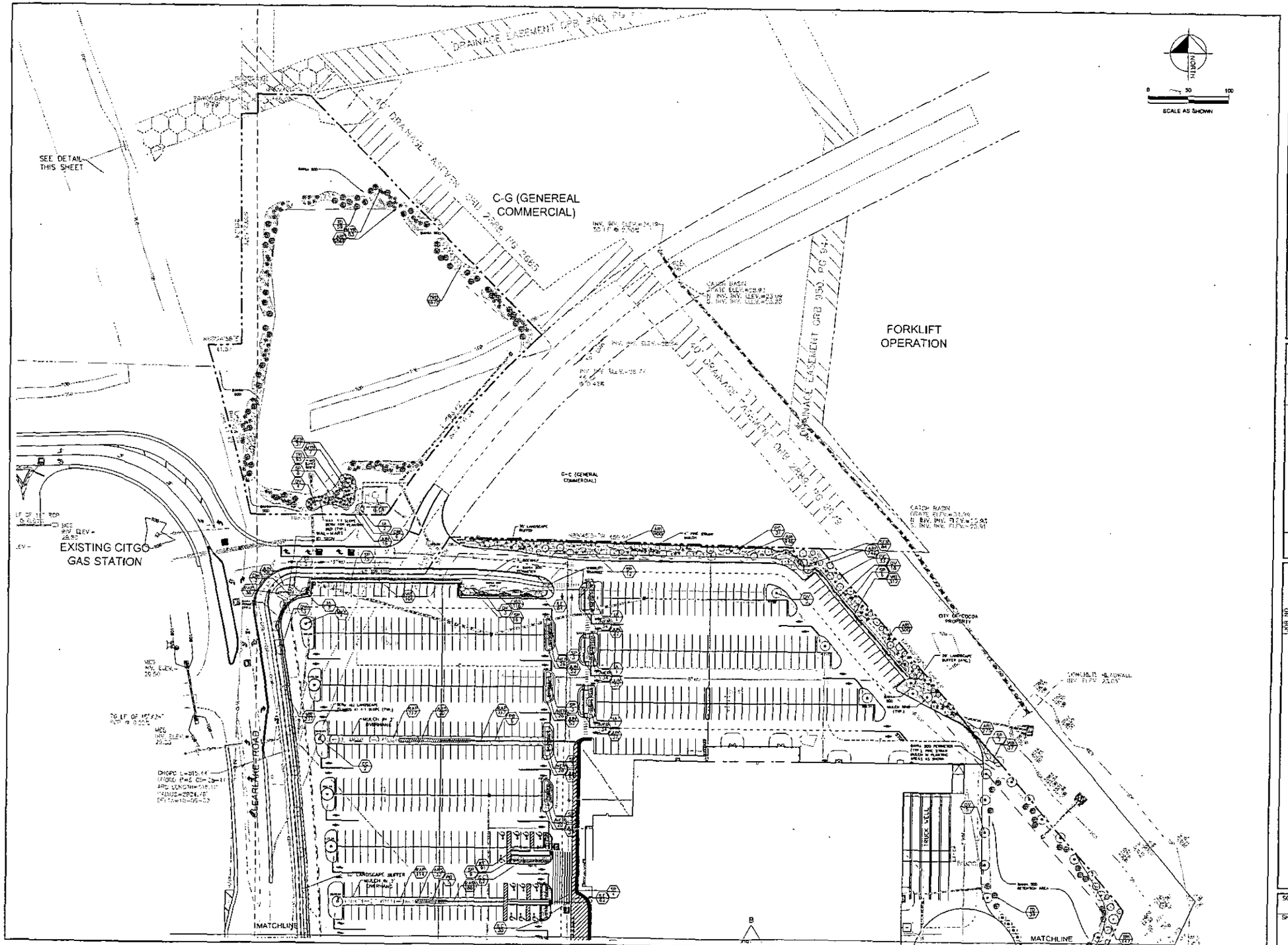
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DESIGNED BY SMR
CHECKED BY DTC
APPROVED BY DTC
DATE 4/04/03
DRAWING NAME PRE-DEV-BASIN-MAP

EXISTING CONDITIONS DRAINAGE MAP

WAL * MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 50'
SHEET NO. C24

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DAVID A. SIMS
FLORIDA R.L.A. No. 1487
DATE: 06/19/03

NO.	REVISION	BY	DATE

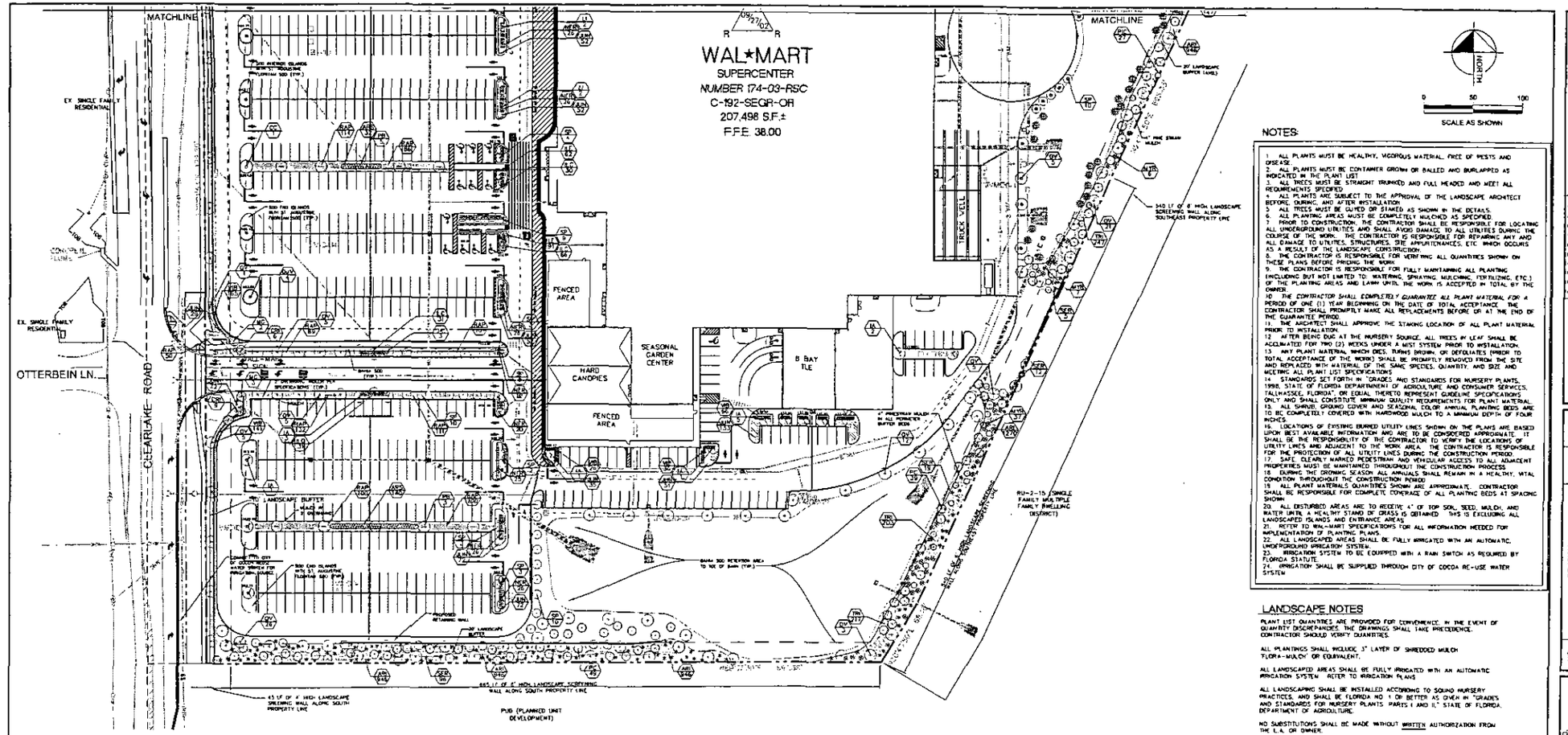
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CHECKED BY DAS
APPROVED BY DAS
DATE 06/19/03
DRAWING NAME L1-1.dwg

LANDSCAPE PLAN

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS SHOWN
SHEET NO. L-1A

CFN:2003279488
OR Book/Page: 5047 / 0213



PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
TREES				
CC	3	CARPINUS CAROLINIANA	HORNBEAM	12" HT. X 5' SPR., 2.5" CAL., SINGLE STRAIGHT TRUNK, 5' C.T., B&B
IA	26	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	10' HT. X 5' SPR., 2" CAL., B&B
LI	4	LAGERSTROEMIA INDICA 'WATERMELON RED'	CRAPE MYRTLE	8'-10' HT. X 8' SPR., MULTI-TRUNK, TREE-FORM, ('RED')
PB	21	PERSEA BORBONIA	REDBAY	12' HT. X 5' SPR., 2.5" CAL., SINGLE STRAIGHT TRUNK, 5' C.T., B&B
PC	119	PINUS CLAUSA	SCRUB PINE	10 GAL., 8-10' OAH, B&B
PIC	60	PINUS CLAUSA	SCRUB PINE	10 GAL., 5-6' OAH, B&B
MG	5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	16' HT.X 6'-8' SPR.,4" CAL., SINGLE STRAIGHT TRUNK, 5' C.T., MARIAN GARDENS (800-608-3276) OR EQUIVALENT
DaV	8	QUERCUS VIRGINIANA	LIVE OAK	16' HT.X 6'-8' SPR.,4" CAL., SINGLE STRAIGHT TRUNK, 5' C.T., MARIAN GARDENS (800-608-3276) OR EQUIVALENT
QV	134	QUERCUS VIRGINIANA	LIVE OAK	12' HT.X 5' SPR., 2.5" CAL., SINGLE STRAIGHT TRUNK, 5' C.T., B&B
SP	145	SABAL PALMETTO	CABBAGE PALM	14'-22' OAH, 8' MIN. CLEAR TRUNK, STAGGER HTS., BOOTED,
TD	98	TAXODIUM DISTICHUM	BALD CYPRESS	10'-14' HT., STRAIGHT, 2" C., B&B
MISCELLANEOUS				
BAHIA SOD	TBD AC	PASPALUM NOTATUM 'ARGENTINE'	BAHIAGRASS SOD	CERTIFIED SOD, 100% INSECT/DISEASE FREE
SOD	TBD SY	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINEGRASS	CERTIFIED SOD, 100% INSECT/DISEASE FREE, LAID TIGHT, ROLLED
SEED	TBD AC	PASPALUM NOTATUM 'ARGENTINE'	BAHIAGRASS	CERTIFIED SEED
MULCHTBD	TBD	MULCH	MULCH	3" LAYER, SHREDDED, 'FLORA-MULCH' OR EQUIVALENT FOR PLANTING BEDS, TREE RINGS
MULCHTBD	TBD	PINE STRAW	MULCH	4" LAYER, AS INDICATED FOR PLANTING BEDS
	TBD	SOIL MIX	PREPARED PLANTING MIX PER SPECIFICATIONS	
	TBD	FILL	BACKFILL FOR BERMING	CLEAN, WELL-DRAINING SAND / SANDY LOAM

SHRUBS AND GROUNDCOVERS

ARI	14,341	ARISTIDA STRICTA	WIREGRASS	2" CONT., 12" O.C.
ARS	204	ARISTIDA STRICTA	WIREGRASS	#1, 18" FULL, 12" O.C.
CRI	24	CRINUM ASIATICUM	CRINUM LILY	#10, 36" HT X 36" SPR., AS SHOWN
ILC	246	ILEX CORNUTA 'BURFORDII' NANA'	DWARF HOLLY	#3, 24" HT. X 24" SPR., 24" O.C.
ILE	390	ILEX VOMITORIA 'SCHELLINGS DWARF'	DWF. YAUPON HOLLY	#3, 10" HT. X 10" SPR., 24" O.C.
JUN	943	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#1, FULL, 24" O.C.
MYR	133	MYRICA CERIFERA	WAX MYRTLE	#7, 4'-5' HT. X 3' SPR., MULTI, AS SHOWN
NER	391	NERIUM OLEANDER 'DWARF'	DWARF OLEANDER	#3, 24" HT. X 24" SPR., 24" O.C.
RAP	1,355	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE	#3, 12" HT. X 16" SPR., 24" O.C.
SER	256	SERENOA REPENS	SAW PALMETTO	#3, 12" HT. X 18" SPR., AS SHOWN
TRD	1,670	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	#1, 12" HT. X 12" SPR., 18" O.C.
TRI	877	TRIPSACUM FLORIDANA	FLORIDA GAMAGRASS	#3, 18" HT. X 18" SPR., 24" O.C.
VIB	1,231	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	#3, 24" HT. X 24" SPR., 24" O.C.

LANDSCAPE CALCULATION SUMMARY

	REQUIRED	PROVIDED
GROSS SITE AREA: 24.84 AC		
SHALL PROVIDE THE ACCUMULATION OF 480 POINTS PER ACRE OF BUILDABLE AREA (11.823 REQUIRED POINTS)	11,823 POINTS	12,820 POINTS (TREES = 6,855 PTS*, HEDGE/SHRUB = 1,871 PTS., GROUNDCOVER = 1,134 PTS. SOD = 3,870 PTS.) *TREE POINTS EXCLUSIVE OF PRESERVATION REPLACEMENT TREES (760 PTS.)
SHALL PROVIDE THE ACCUMULATION OF 240 TREE POINTS PER ACRE OF BUILDABLE AREA	5,141 POINTS	6,855 POINTS
GENERAL PERIMETER LANDSCAPE REQUIREMENTS PERIMETERS ADJACENT TO ROAD WAYS SHALL BE A MINIMUM OF 10 FT. (CITY OF COCOA REQUIREMENT)	10 FT. WIDE	10 FT. WIDE MIN
1 TREE PER 30 LF OF VUA ADJACENT TO RIGHT-OF-WAY	846.45 LF VUA ADJ. TO CLEARLAKE RD. - 25' DRIVE OPENING = 811.45 LF/30 = 10.33 TREES REQUIRED (11)	23 TREES PROVIDED (18 LIVE OAK, 3 HOLLY, 2 MAGNOLIA)
1 TREE PER 50 LF OF VUA ADJACENT TO C-G ZONED PROPERTY	NORTH: 498.42 LF/50 = 9.98 TREES (10) NORTHEAST: 580.43 /50 = 11.61 TREES (12)	60 TREES PROVIDED (11 OAK, 37 PINE, 12 PALM) 40 TREES PROVIDED (8 OAK, 26 PINE, 6 PALM)
INTERIOR LANDSCAPE REQUIREMENTS SHALL PROVIDE 100 SF OF LANDSCAPING PER 10 PARKING SPACES (1,037 SPACES PROPOSED) WITH 1 TREE/400 SF PER LARGE TREE (MIN. 30 POINTS/TREE)	26 LARGE TREES@ 10,378 SF. OF LANDSCAPING	51 LARGE TREES (EXCLUSIVE OF PALM TREES) = 30,343 SF. OF LANDSCAPING
TREE REQUIREMENTS SHALL PROVIDE 400 SF. OF ASSOCIATED LANDSCAPE AREA PER LARGE OR MEDIUM TREE AND 80 SF. ASSOCIATED LANDSCAPE AREA PER PALM	400 SF. OF 1 ASSOCIATED LANDSCAPE AREA/TREE 80 SF. OF LANDSCAPE AREA/PALM OR SMALL TREE	74,000 SF. OF ASSOCIATED LANDSCAPING (400 SF. PER LARGE TREE = 29,400 SF. 80 SF. PER PALM/SMALL TREE X 72 = 5,600 SF.)
TREE STANDARDS ALL PROPOSED CANOPY TREES SHALL BE A MIN. OF 12' IN HEIGHT, 2" DBH MIN. AND HAVE A 5' SPREAD	12' HT., 2" DBH, 5' SP	12' HT., 2 1/2" DBH. (OAK), 5' SP. MIN
ALL PROPOSED UNDERSTORY TREES SHALL BE A MIN OF 8' IN HEIGHT AND 1" DBH AND HAVE A 2' SPREAD	8' HT., 1" DBH, 2' SP	8' HT., 1 1/2" DIA. (CRAPE), 4' SP. MIN
ALL PROPOSED PALM TREES SHALL BE A MIN. OF 8' IN HEIGHT	8' C.T. MIN	8' C.T. MIN
NO MORE THAN 24 PALM TREES PER ACRE SHALL BE USED	24 MAX. PER ACRE	5 PALM TREES PER ACRE (121 TOTAL PALM TREES PROPOSED)
NO MORE THAN 25% PALM TREES SHALL BE USED FOR ANY AREA	INTERIOR: 26 X 25% = 6 PALMS MAX.	0 PALMS AS REQUIRED TREES (54 PALMS AS ADDITIONAL TREES)
	PERIMETER: 30% (408 TREES) = 142 PALMS MAX.	0 PALMS AS REQUIRED TREES (66 PALMS AS ADDITIONAL TREES)
	OVERALL 30%	466 TREES PROVIDED ON SITE 146 PALMS / 466 = 31.1% OVERALL
SHRUB STANDARDS SHRUBS/HEDGES TO BE A MINIMUM OF 24"-30" IN HEIGHT	24"-30" HT.	24"-30" HT. MIN
NATIVE SPECIES REQUIRED 30% OF THE TOTAL TREE POINTS SHALL BE NATIVE	30% NATIVES	30% NATIVES MIN

NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
10. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
11. THE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
13. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
14. STANDARDS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS, 1998, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TALLAHASSEE, FLORIDA", OR EQUAL THERETO REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
15. ALL SHRUB, GROUND COVER, AND ANNUAL COLOR ANNUAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH HARDWOOD MULCH TO A MINIMUM DEPTH OF FOUR INCHES.
16. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
17. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
18. DURING THE DORMANT SEASON, ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
19. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
20. ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.
21. REFER TO WAL-MART SPECIFICATIONS FOR ALL INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS.
22. ALL LANDSCAPED AREAS SHALL BE FULLY IRRIGATED WITH AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM.
23. IRRIGATION SYSTEM TO BE EQUIPPED WITH A RAIN SWITCH AS REQUIRED BY FLORIDA STATUTE.
24. IRRIGATION SHALL BE SUPPLIED THROUGH CITY OF COCOA RE-USE WATER SYSTEM.

LANDSCAPE NOTES

PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWINGS SHALL TAKE PRECEDENCE. CONTRACTOR SHOULD VERIFY QUANTITIES.

ALL PLANTINGS SHALL INCLUDE 3" LAYER OF SHREDDED MULCH 'FLORA-MULCH' OR EQUIVALENT.

ALL LANDSCAPED AREAS SHALL BE FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. REFER TO IRRIGATION PLANS.

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM THE L.A. OR OWNER.

NOTIFY LANDSCAPE ARCHITECT (772-778-3300) SHOULD AVAILABILITY ISSUE(S) ARISE.

CLEARANCE OF 7½' REQUIRED AT FIRE FRONT AND SIDES OF FIRE HYDRANTS, WITH A 4' CLEARANCE TO THE REAR OF HYDRANT.

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DAVID A. SIMS
FLORIDA R.L.A. No. 1487
DATE: 06/19/03

NO.	REVISION	BY	DATE

JOB NO. 042253167.2
DESIGNED BY CHM
CHECKED BY DAS
APPROVED BY DAS
DATE 06/19/03
DRAWING NAME L1-1.dwg

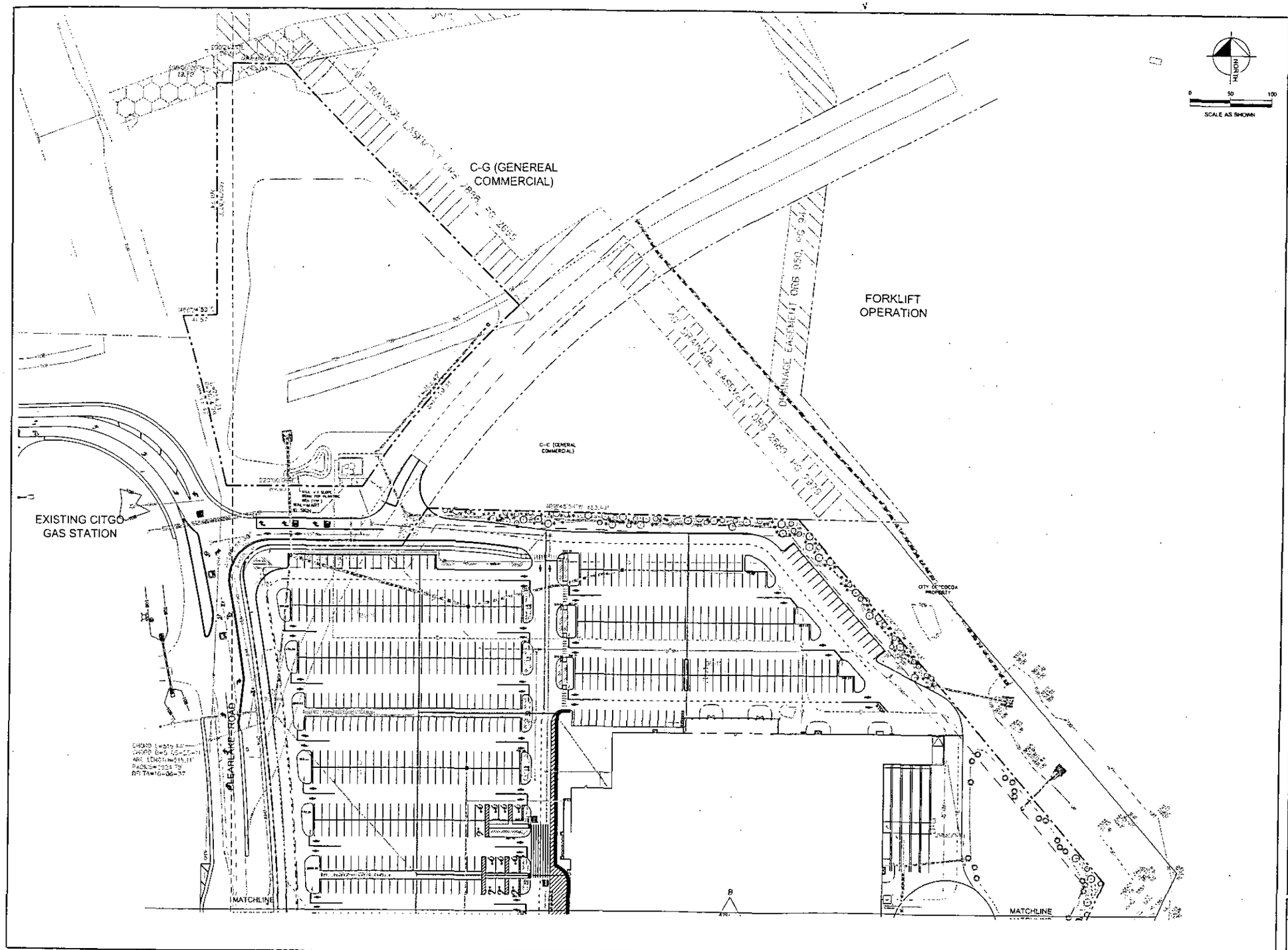
LANDSCAPE PLAN

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS SHOWN

SHEET NO. L-1B

CFN:2003279488
OR Book/Page: 5047 / 0214



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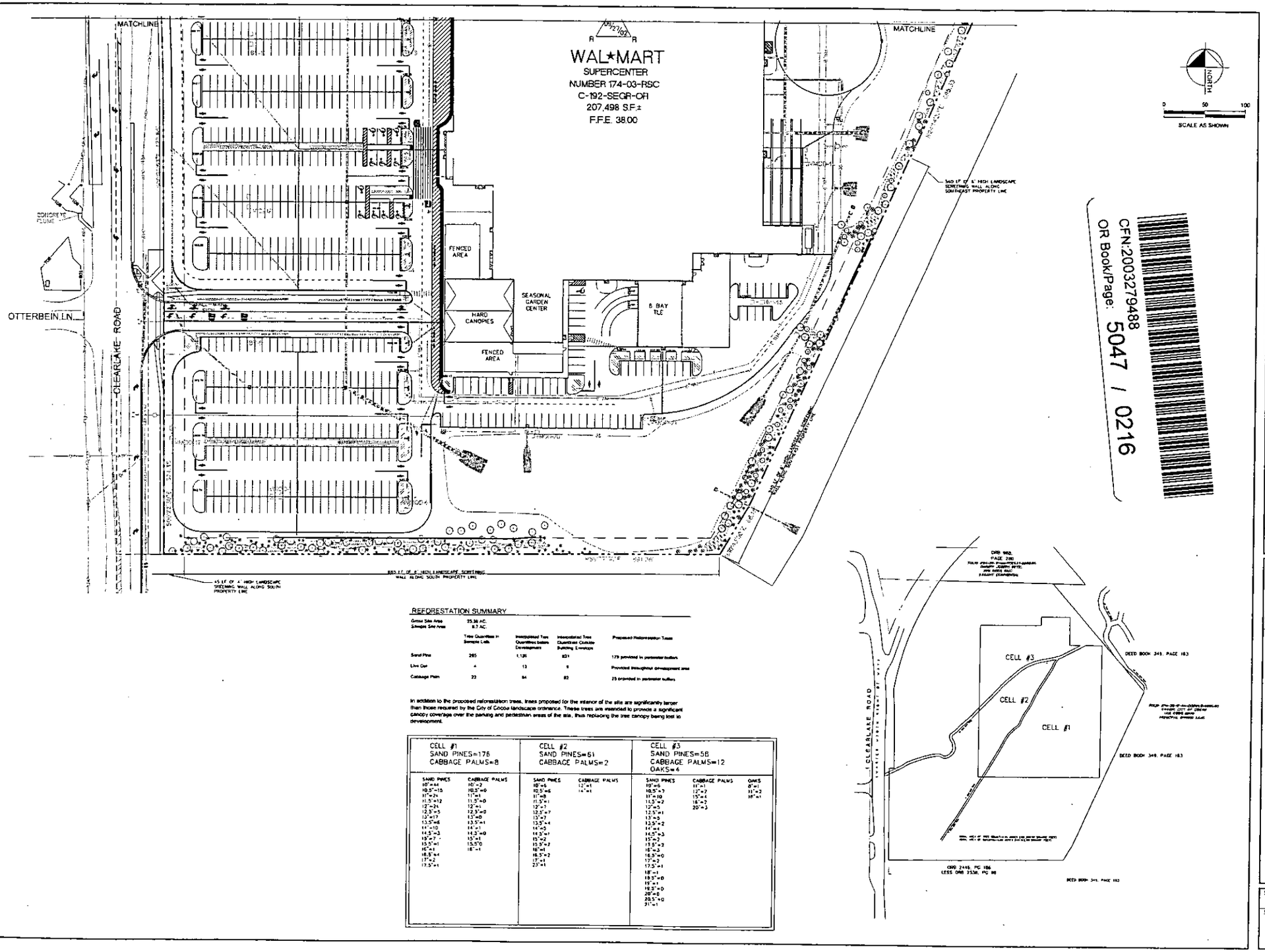
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DESIGNED BY CWW
CHECKED BY DAS
APPROVED BY DAS
DATE 06/19/03
DRAWING NAME LA-1dwg

REVEGETATION PLAN

WAL* MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS SHOWN
SHEET NO. L-2A

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REFORESTATION SUMMARY

Gross Site Area: 35.86 AC.
Sample Site Area: 8.7 AC.

	Tree Quantities in Sample Lots	Interpolated Tree Quantities below Development	Interpolated Tree Quantities Outside Building Envelope	Proposed Reforestation Trees
Sand Pine	285	1,135	831	179 provided in perimeter buffers
Live Oak	4	13	9	Provided throughout development area
Cabbage Palm	22	84	62	25 provided in perimeter buffers

In addition to the proposed reforestation trees, trees proposed for the interior of the site are significantly larger than those required by the City of Cocoa landscape ordinance. These trees are intended to provide a significant canopy coverage over the parking and pedestrian areas of the site, thus replacing the tree canopy being lost to development.

CELL #1 SAND PINES=178 CABBAGE PALMS=8		CELL #2 SAND PINES=61 CABBAGE PALMS=2		CELL #3 SAND PINES=56 CABBAGE PALMS=12 OAKS=4		
SAND PINES	CABBAGE PALMS	SAND PINES	CABBAGE PALMS	SAND PINES	CABBAGE PALMS	OAKS
10'=44	10'=2	10'=6	12'=1	10'=6	11'=1	8"=1
10.5'=15	10.5'=0	10.5'=6	14'=1	10.5'=3	12'=2	11'=2
11'=29	11'=1	11'=8		11'=10	13'=4	16"=1
11.5'=12	11.5'=0	11.5'=1		11.5'=2	16'=2	
12'=24	12'=1	12'=7		12'=5	20'=3	
12.5'=5	12.5'=0	12.5'=7		12.5'=1		
13'=17	13'=0	13'=7		13'=5		
13.5'=6	13.5'=1	13.5'=4		13.5'=2		
14'=10	14'=1	14'=5		14'=4		
14.5'=3	14.5'=0	14.5'=1		14.5'=3		
15'=7	15'=1	15'=2		15'=2		
15.5'=1	15.5'=0	15.5'=2		15.5'=2		
16'=1	16'=1	16'=4		16'=3		
16.5'=4		16.5'=2		16.5'=0		
17'=2		17'=1		17'=2		
17.5'=1		23'=1		17.5'=1		
				18'=1		
				18.5'=0		
				19'=1		
				19.5'=0		
				20'=0		
				20.5'=0		
				21'=1		

Kimley-Horn and Associates, Inc.
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DAVID A. SIMS
FLORIDA R.L.A. No. 1487
DATE: 06/19/03

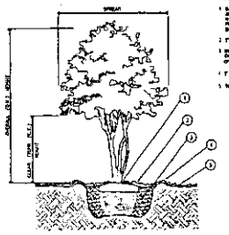
NO.	REVISION	BY	DATE

JOB NO. 017253197.2
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CHECKED BY DAS
APPROVED BY DAS
DATE 06/19/03
DRAWING NAME L4-1.6+G

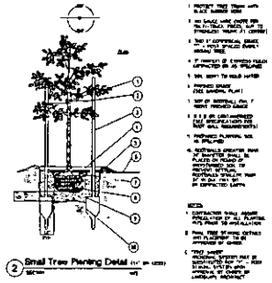
REVEGETATION PLAN

WAL★MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
8P DEVELOPMENT SITE

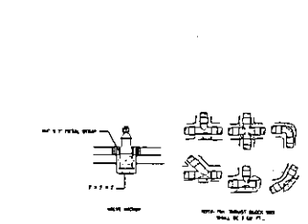
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SHEET NO.: L-2B



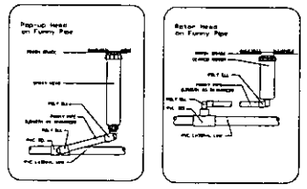
1 Multi-Trunk Tree Planting Detail



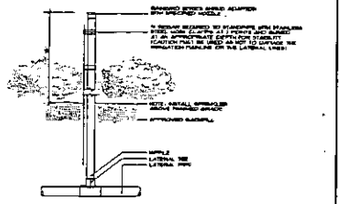
2 Small Tree Planting Detail



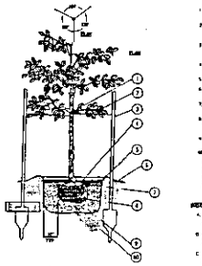
1 Thrust Block Detail



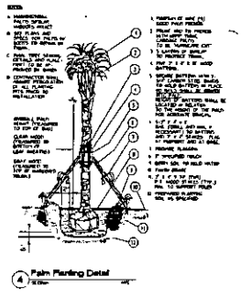
2 Irrigation Head Details



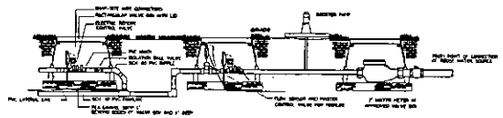
3 Rainbird Spray Nozzle On Standpipe With Shrub Adaptor



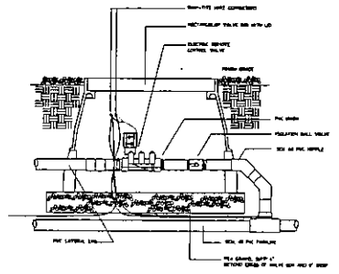
3 Large Tree Planting Detail



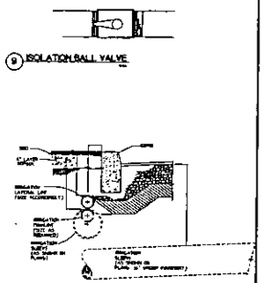
4 Palm Planting Detail



4 Water Meter with Booster Pump Detail

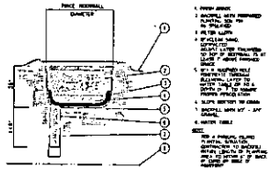


5 Control Valve

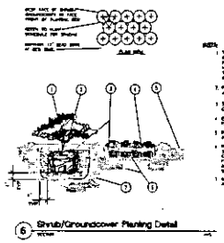


6 Irrigation Line Cross Sect.

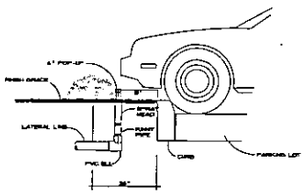
9 ISOLATION BALL VALVE



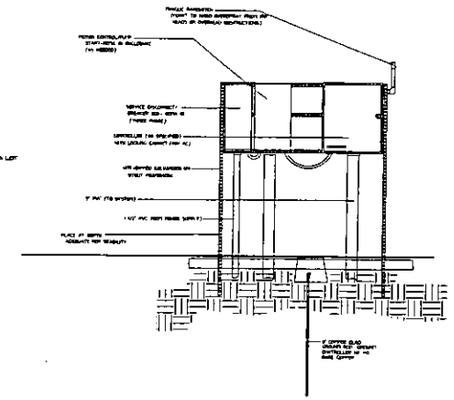
5 Poor Drainage Condition Detail



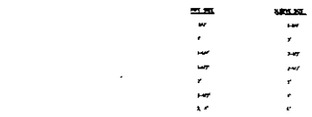
6 Shrub/Groundcover Planting Detail



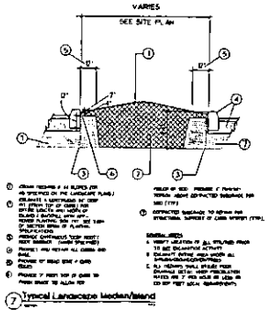
7 Typical Curbed Landscape Detail



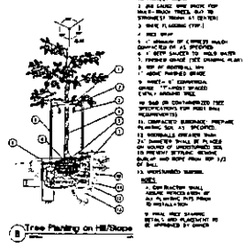
8 Controller Station Detail



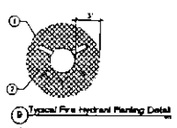
9 Sleeve Size Schedule



7 Typical Landscape Median/Island



8 Tree Planting on Hill/Slope



9 Typical Fire Hydrant Planting Detail

Kimley-Horn and Associates, Inc.
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DAVID ALAN SIMS
FLORIDA P.L.A. No. 1487
DATE: 06/19/03

NO.	REVISION	BY	DATE

JOB NO. 042531972
DESIGNED BY
CHECKED BY
APPROVED BY DAS
DATE 6/19/03
DRAWING NAME L4-IR-DETAILS.dwg

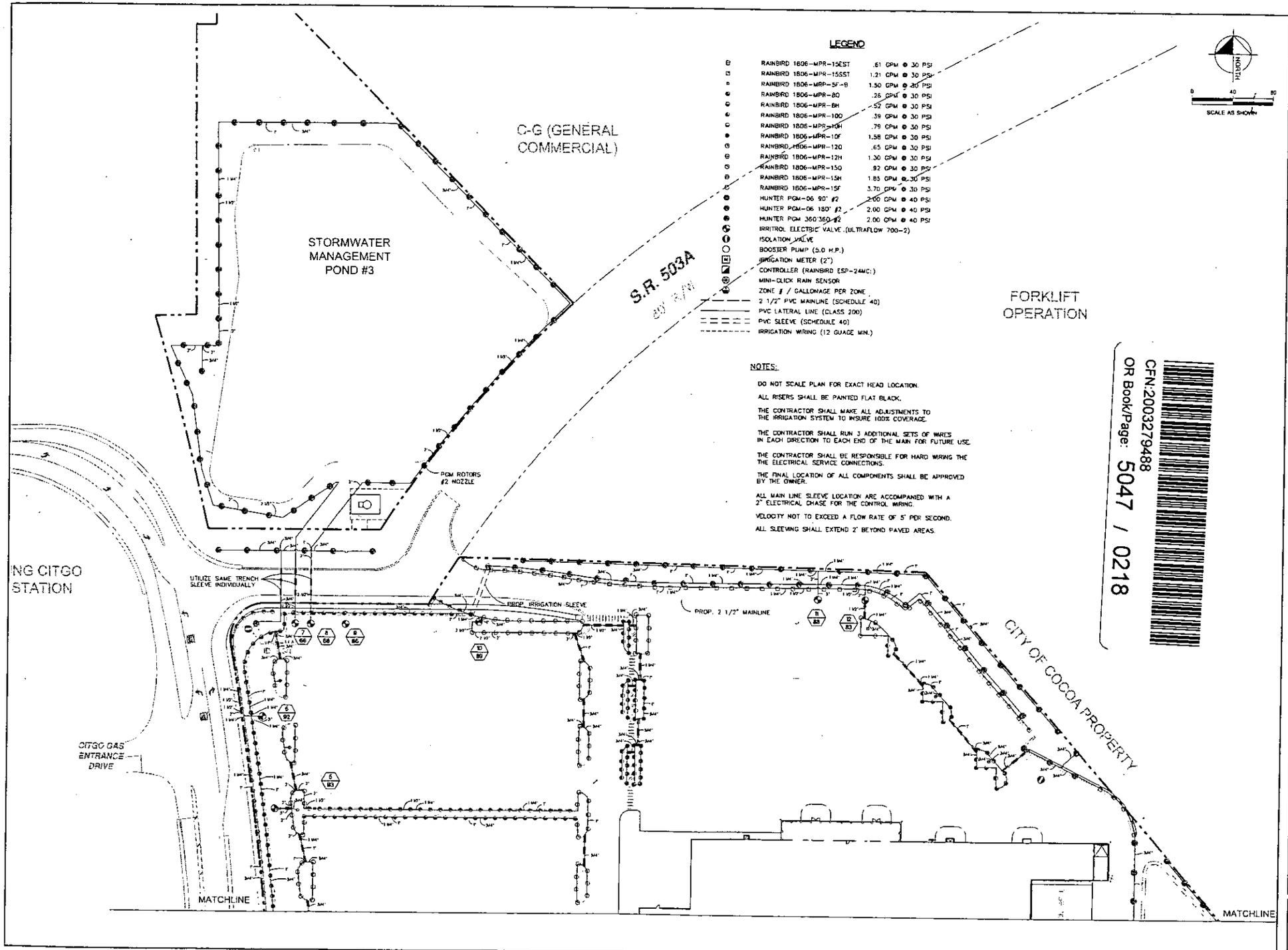
LANDSCAPE AND IRRIGATION DETAILS

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE N.T.S.

SHEET NO. L-3

CFN:2003279488
OR Book/Page: 5047 / 0217



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FLORIDA R.L.A. No. 1487
DATE: 06/19/03

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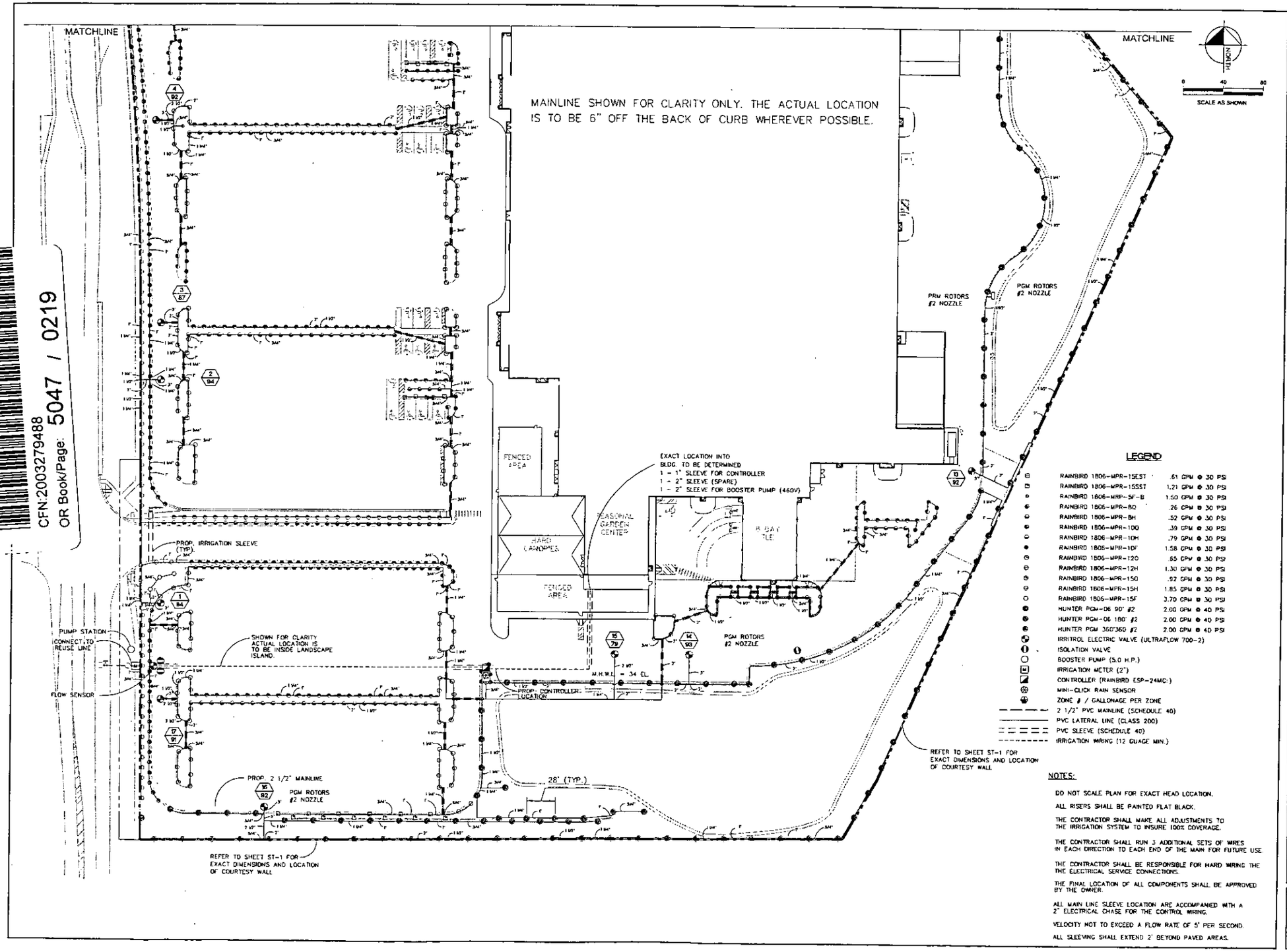
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DESIGNED BY CWW
CHECKED BY DAS
APPROVED BY DAS
DATE 6/19/03
DRAWING NAME IRR.dwg

IRRIGATION PLAN

WAL★MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS SHOWN
SHEET NO. IR-1A

CFN:2003279488
OR Book/Page: 5047 / 0219



LEGEND

RAINBIRD 1806-MPR-15EST	.61 GPM @ 30 PSI
RAINBIRD 1806-MPR-15SST	1.21 GPM @ 30 PSI
RAINBIRD 1806-MPR-SF-B	1.50 GPM @ 30 PSI
RAINBIRD 1806-MPR-BQ	.26 GPM @ 30 PSI
RAINBIRD 1806-MPR-BH	.52 GPM @ 30 PSI
RAINBIRD 1806-MPR-10Q	.39 GPM @ 30 PSI
RAINBIRD 1806-MPR-10H	.79 GPM @ 30 PSI
RAINBIRD 1806-MPR-10F	1.58 GPM @ 30 PSI
RAINBIRD 1806-MPR-12Q	.65 GPM @ 30 PSI
RAINBIRD 1806-MPR-12H	1.30 GPM @ 30 PSI
RAINBIRD 1806-MPR-15Q	.92 GPM @ 30 PSI
RAINBIRD 1806-MPR-15H	1.85 GPM @ 30 PSI
RAINBIRD 1806-MPR-15F	3.70 GPM @ 30 PSI
HUNTER PGM-06 90° #2	2.00 GPM @ 40 PSI
HUNTER PGM-06 180° #2	2.00 GPM @ 40 PSI
HUNTER PGM 360°360 #2	2.00 GPM @ 40 PSI
IRRITROL ELECTRIC VALVE (ULTRAFLOW 700-2)	
ISOLATION VALVE	
BOOSTER PUMP (5.0 H.P.)	
IRRIGATION METER (2")	
CONTROLLER (RAINBIRD ESP-24MC:)	
MINI-CLICK RAIN SENSOR	
ZONE # / GALLONAGE PER ZONE	
2 1/2" PVC MAINLINE (SCHEDULE 40)	
PVC LATERAL LINE (CLASS 200)	
PVC SLEEVE (SCHEDULE 40)	
IRRIGATION WIRING (12 GUAGE MIN.)	

NOTES:

DO NOT SCALE PLAN FOR EXACT HEAD LOCATION.

ALL RISERS SHALL BE PAINTED FLAT BLACK.

THE CONTRACTOR SHALL MAKE ALL ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100% COVERAGE.

THE CONTRACTOR SHALL RUN 3 ADDITIONAL SETS OF WIRES IN EACH DIRECTION TO EACH END OF THE MAIN FOR FUTURE USE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HARD WIRING THE THE ELECTRICAL SERVICE CONNECTIONS.

THE FINAL LOCATION OF ALL COMPONENTS SHALL BE APPROVED BY THE OWNER.

ALL MAIN LINE SLEEVE LOCATION ARE ACCOMPANIED WITH A 2" ELECTRICAL CHASE FOR THE CONTROL WIRING.

VELOCITY NOT TO EXCEED A FLOW RATE OF 5' PER SECOND.

ALL SLEEVING SHALL EXTEND 2' BEYOND PAVED AREAS.

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DAVID ALLAN SIMS
FLORIDA R.L.A. No. 1487
DATE: 05/19/03

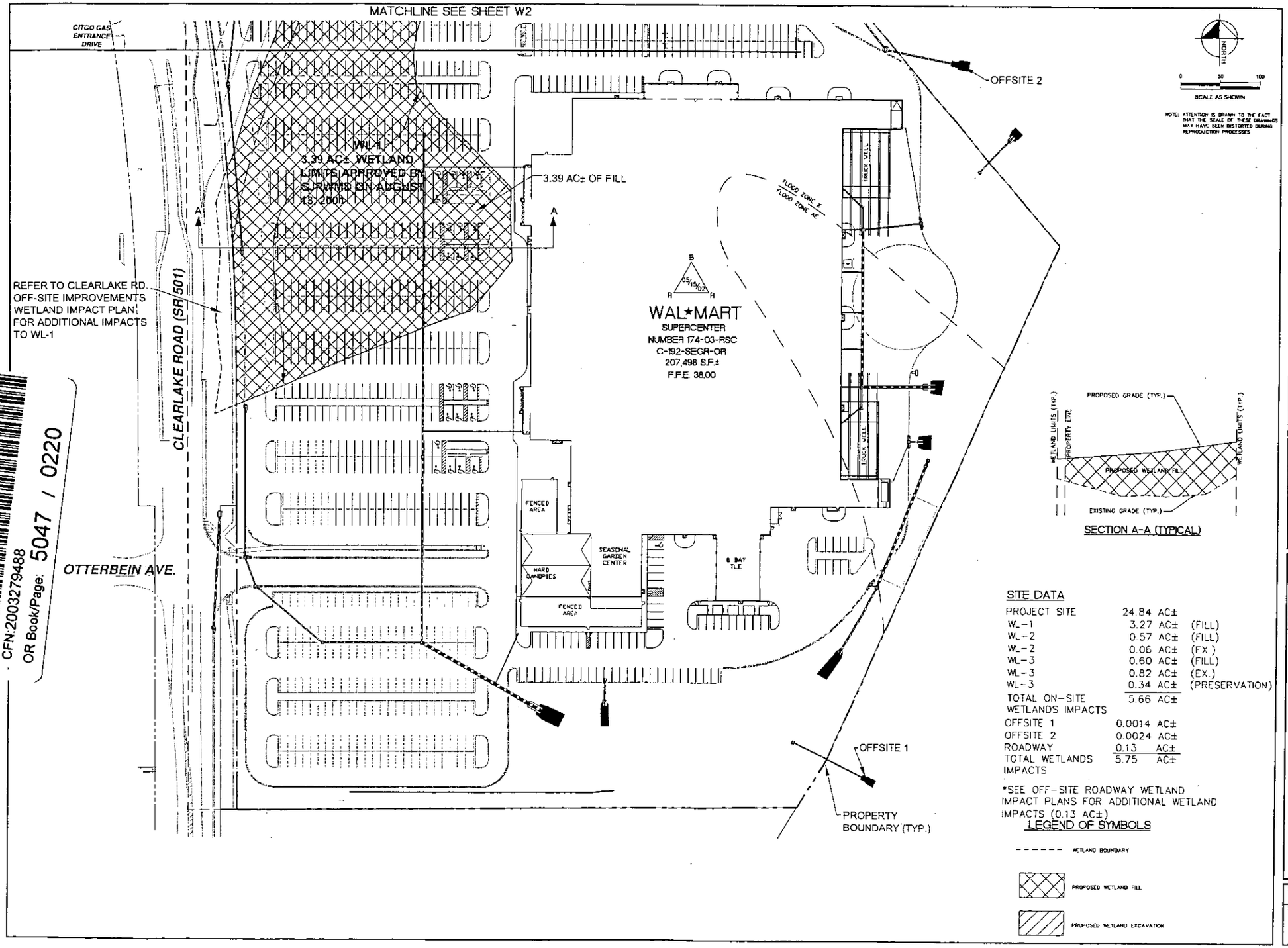
NO.	REVISION	BY	DATE

JOB NO. 014253197.2
DESIGNED BY CAW
CHECKED BY DAS
APPROVED BY DAS
DATE 5/19/03
DRAWING NAME IR1-B.dwg

IRRIGATION PLAN

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE AS SHOWN
SHEET NO. IR-1B



SECTION A-A (TYPICAL)

SITE DATA

PROJECT SITE	24.84 AC±	
WL-1	3.27 AC±	(FILL)
WL-2	0.57 AC±	(FILL)
WL-2	0.06 AC±	(EX.)
WL-3	0.60 AC±	(FILL)
WL-3	0.82 AC±	(EX.)
WL-3	0.34 AC±	(PRESERVATION)
TOTAL ON-SITE WETLANDS IMPACTS	5.66 AC±	
OFFSITE 1	0.0014 AC±	
OFFSITE 2	0.0024 AC±	
ROADWAY	0.13 AC±	
TOTAL WETLANDS IMPACTS	5.75 AC±	

*SEE OFF-SITE ROADWAY WETLAND IMPACT PLANS FOR ADDITIONAL WETLAND IMPACTS (0.13 AC±)

LEGEND OF SYMBOLS

WETLAND BOUNDARY

PROPOSED WETLAND FILL

PROPOSED WETLAND EXCAVATION

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Engineering, Planning and Environmental Consultants
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DAVID T. CORRIE
P.E. # 49208
DATE:

NO	REVISION	BY	DATE

JOB NO. 047253197.2
DESIGNED BY
DRAWN BY
CHECKED BY DTC
APPROVED BY DTC
DATE 4/18/03
DRAWING NAME WET-IMPACT

WETLAND IMPACT PLAN A

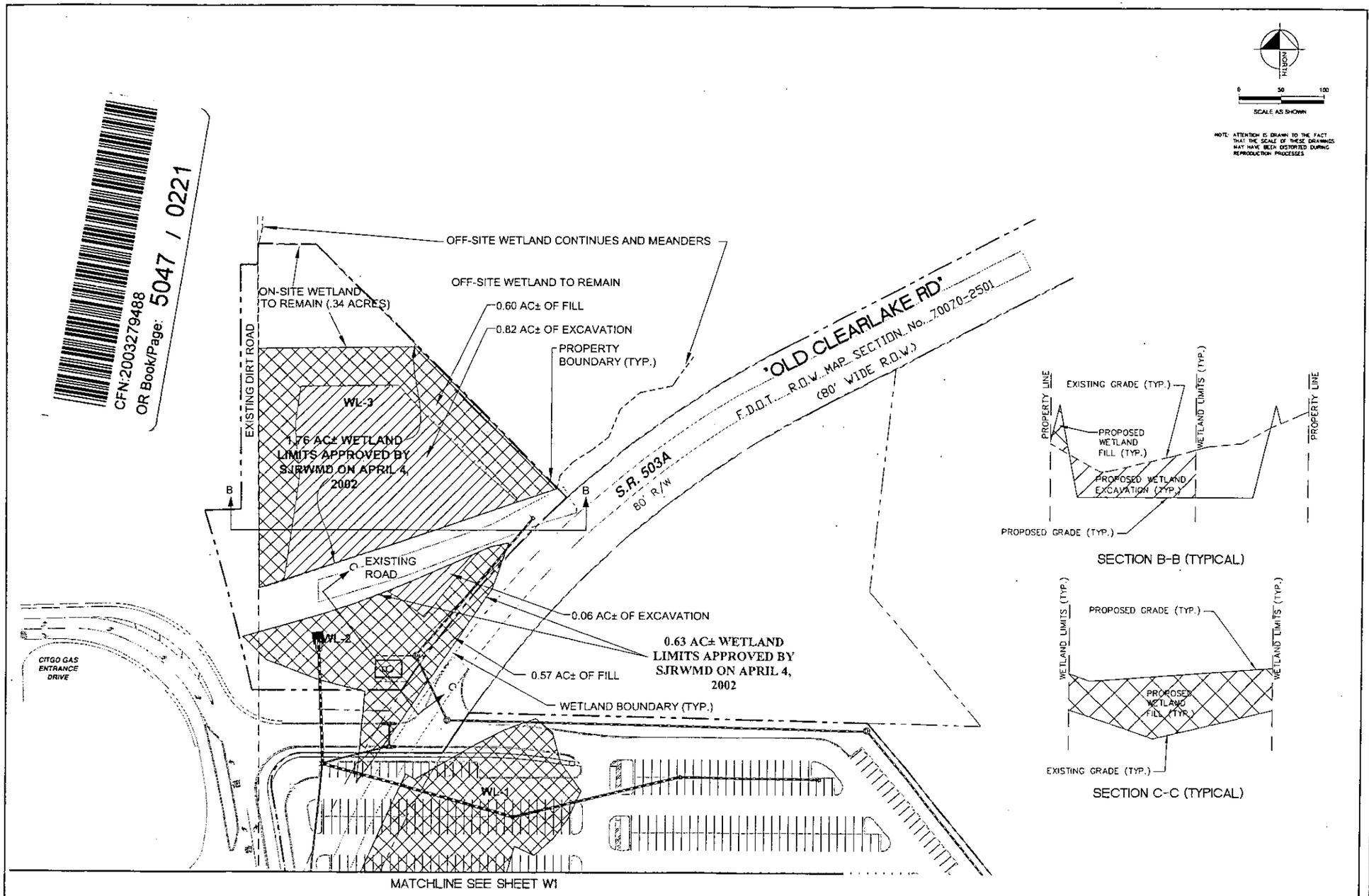
WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 50'

SHEET NO. W1

CFN:2003279488
OR Book/Page: 5047 / 0220

CFN:2003279488
OR Book/Page: 5047 / 0221



SECTION B-B (TYPICAL)

SECTION C-C (TYPICAL)

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Engineering, Planning and Environmental Consultants
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501 21st Street
Vero Beach, FL 32960
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DAVID T. CORRIE
P.E. # 49308
DATE:

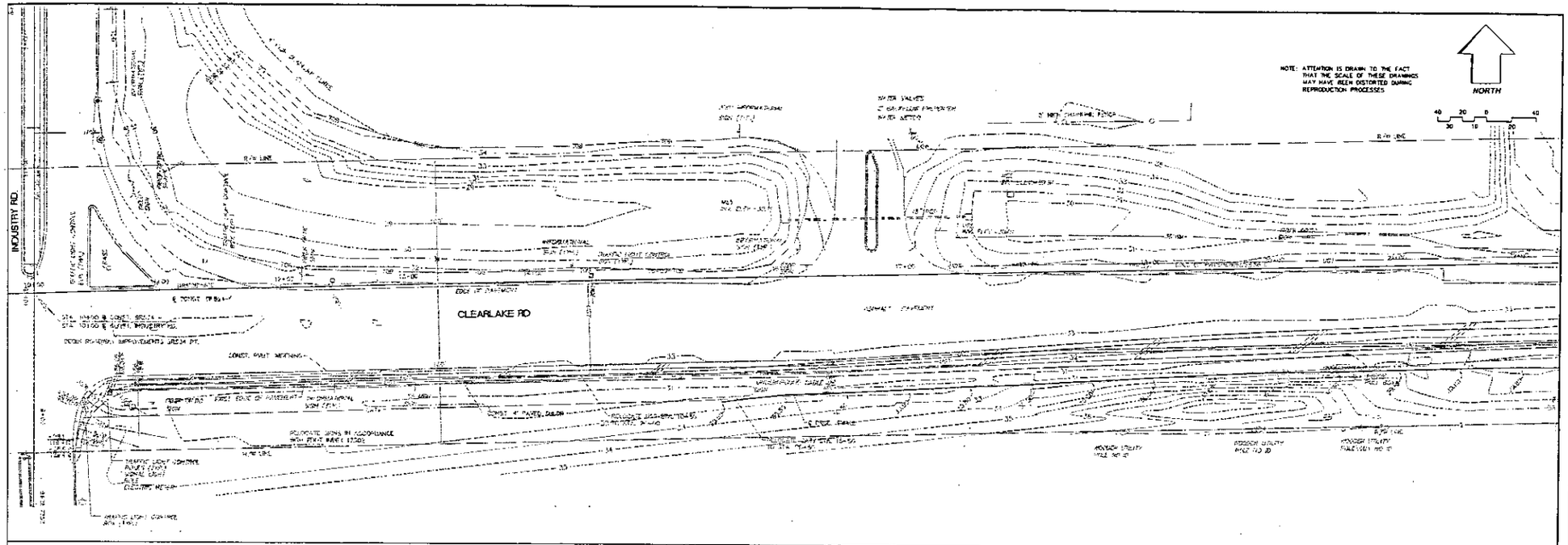
NO.	REVISION	BY	DATE

JOB NO. 064258197.2
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CHECKED BY DTC
APPROVED BY DTC
DATE 6/18/03
DRAWING NAME WET-IMPACT

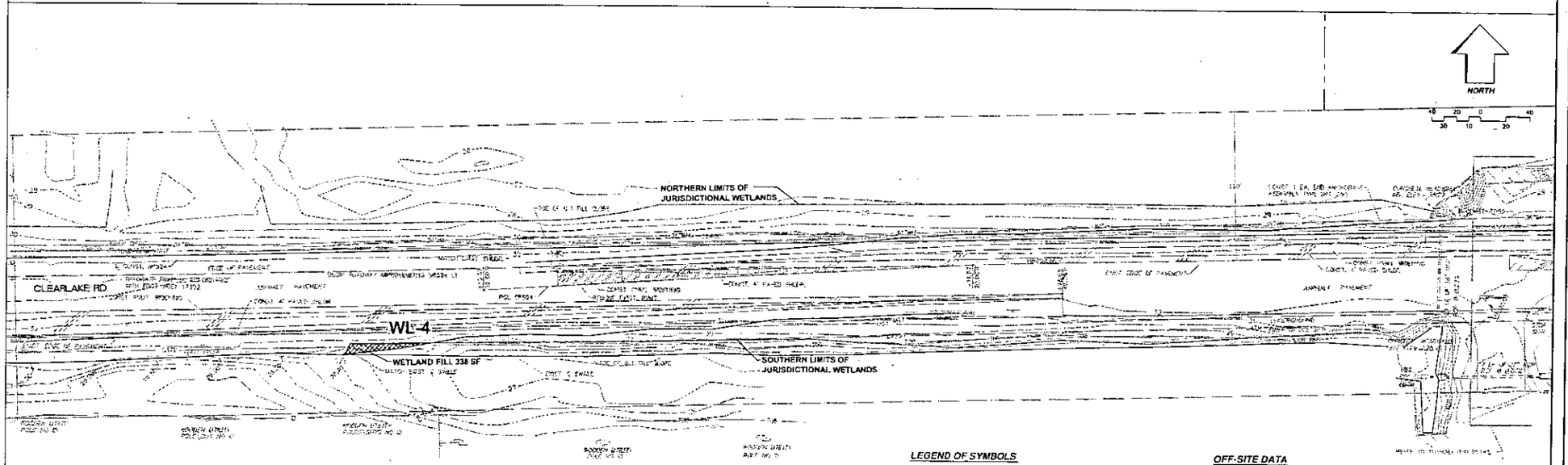
WETLAND IMPACT PLAN B

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 50'
SHEET NO. W2



SR 524 ROADWAY IMPROVEMENTS - STA. 10+00 TO STA. 22+00



LEGEND OF SYMBOLS

- WETLAND FILL
- WETLAND BOUNDARY

OFF-SITE DATA

SR 524 ROADWAY IMPROVMENTS WETLAND IMPACTS (WL-4) (TO BE FILLED)	338 SF	0.008 AC
CLEARLAKE ROAD ROADWAY IMPROVMENTS WETLAND IMPACTS (WL-1) (TO BE FILLED)	5479 SF	0.12 AC
TOTAL OFF-SITE WETLAND IMPACTS	5817 SF	0.13 AC

SR 524 ROADWAY IMPROVEMENTS - STA. 22+00 TO STA. 34+50

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SEAL

DAVID T. CORRIE
FL PE NO. 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 042253197.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 3/17/03

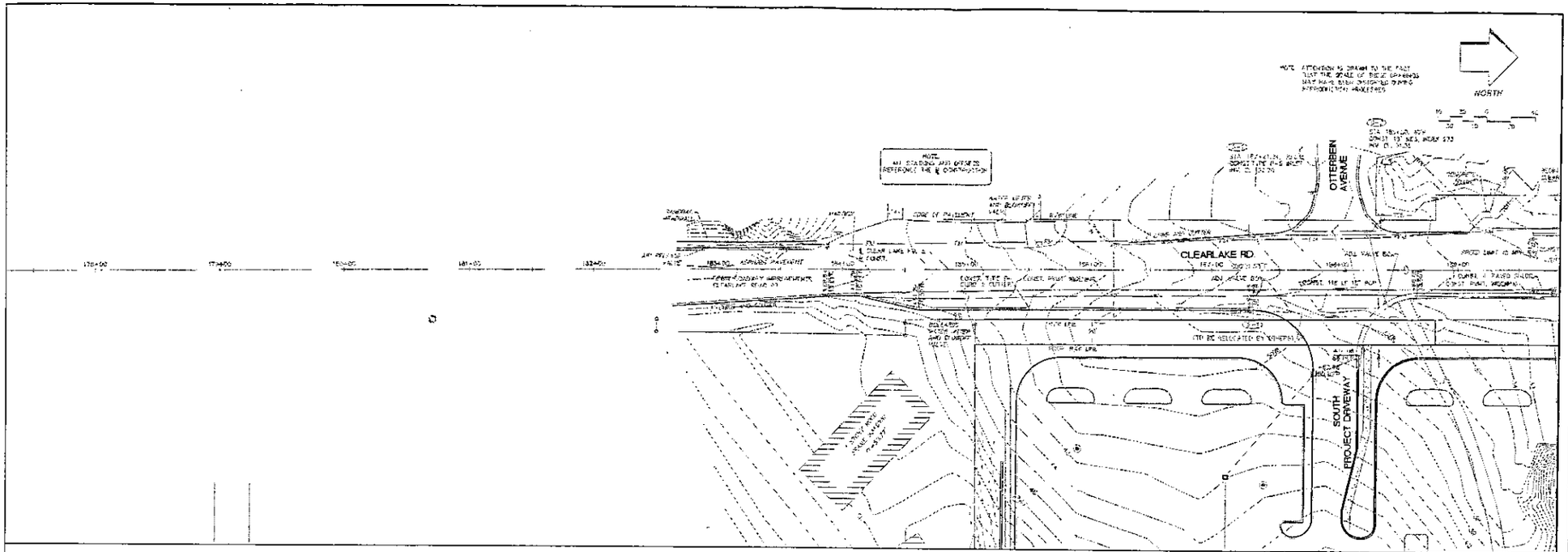
SR 524 ROADWAY IMPROVEMENTS
OFF-SITE WETLAND IMPACT PLAN

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 40'

SHEET NO.
W3

CFN:2003279488
OR Book/Page: 5047 / 0222



CLEARLAKE ROADWAY IMPROVEMENTS - STA. 182+00 TO STA. 189+00

LEGEND OF SYMBOLS

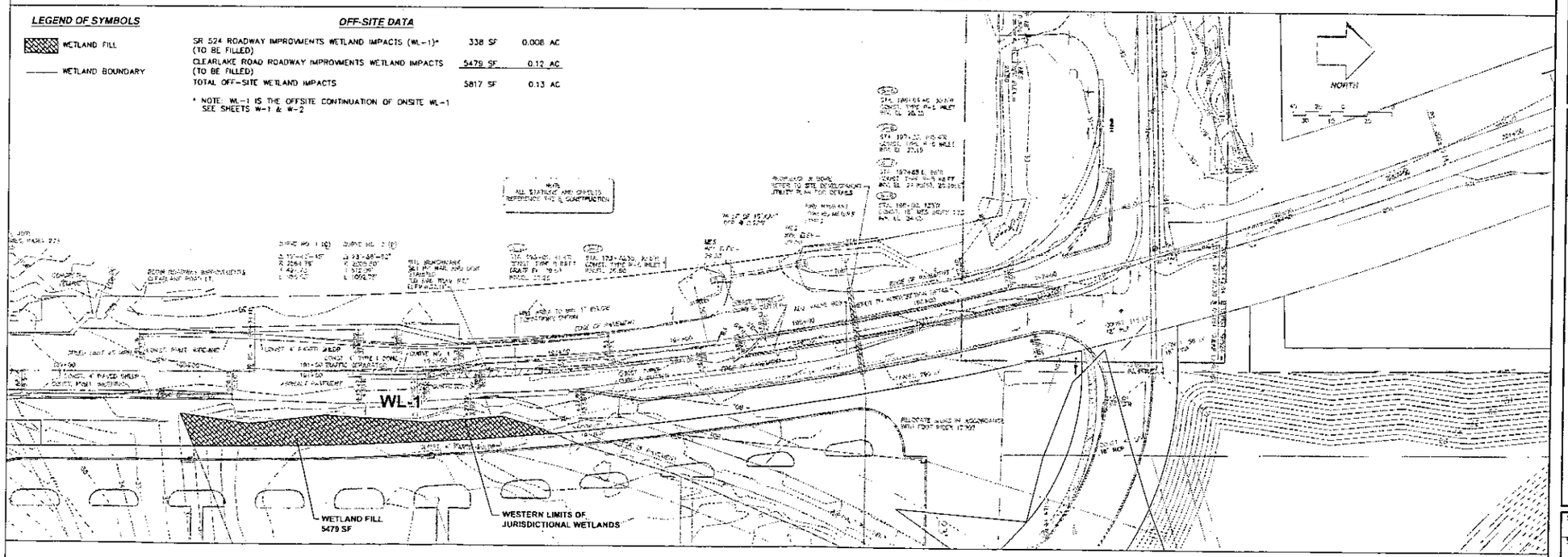
WETLAND FILL

WETLAND BOUNDARY

OFF-SITE DATA

SR 524 ROADWAY IMPROVEMENTS WETLAND IMPACTS (WL-1)* (TO BE FILLED)	338 SF	0.008 AC
CLEARLAKE ROAD ROADWAY IMPROVEMENTS WETLAND IMPACTS (TO BE FILLED)	5479 SF	0.12 AC
TOTAL OFF-SITE WETLAND IMPACTS	5817 SF	0.13 AC

* NOTE: WL-1 IS THE OFFSITE CONTINUATION OF ONSITE WL-1 SEE SHEETS W-1 & W-2



CLEARLAKE ROADWAY IMPROVEMENTS - STA. 189+00 TO STA. 198+00

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
601 21st Street
Vero Beach, Fl 32960
Phone: 561-562-7981
Fax: 561-562-9689

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

SEAL

DAVID T. COPPIE
FL PE NO 49208
DATE

NO.	REVISION	BY	DATE

JOB NO. 047253192
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY DTC
APPROVED BY DTC
DATE 3/17/03

CLEARLAKE ROAD IMPROVEMENTS
OFF-SITE WETLAND IMPACT PLAN

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

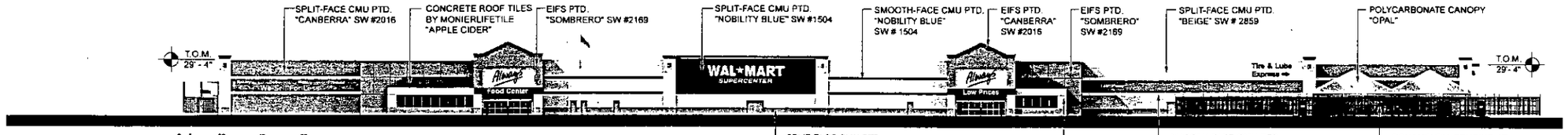
SCALE 1" = 40'

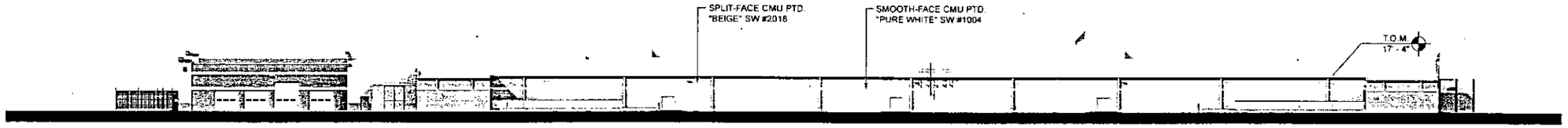
SHEET NO.
W4

CFN:2003279488
OR Book/Page: 5047 / 0223

CFN:2003279488
OR Book/Page: 5047 / 0224



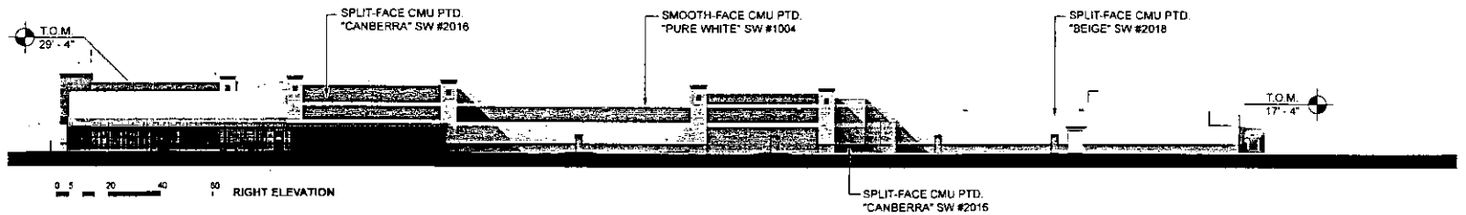


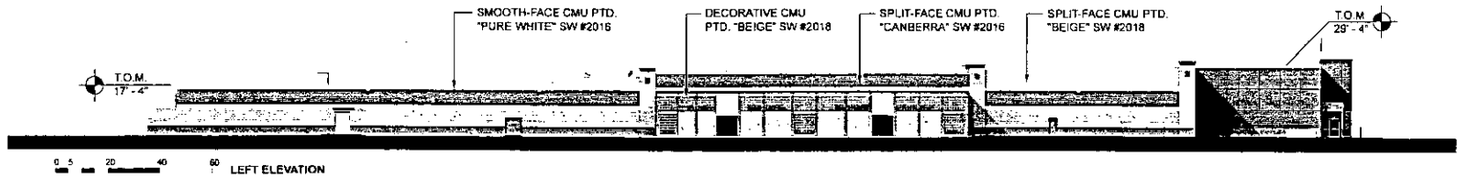


	FRONT SIGNAGE	HEIGHT	AREA
1.	"WAL-MART"	5' - 0"	189.00 S.F.
2.	"SUPERCENTER"	2' - 0"	39.17 S.F.
3.	"ALWAYS"	9' - 0"(2)	292.00 S.F.
4.	"FOOD CENTER"	2' - 6"	50.45 S.F.
5.	"LOW PRICES"	2' - 6"	44.38 S.F.
6.	"TIRE & LUBE EXPRESS"	2' - 6"	80.54 S.F.
7.	"WE SELL FOR LESS"	2' - 6"	58.20 S.F.
8.	"BAKERY"	1' - 6"	10.25 S.F.
9.	"DELI"	1' - 6"	5.30 S.F.
10.	"MEAT"	1' - 6"	6.84 S.F.
11.	"PRODUCE"	1' - 6"	11.87 S.F.
12.	"1 HR. PHOTO"	1' - 6"	16.50 S.F.
13.	"PHARMACY"	1' - 6"	14.59 S.F.
14.	"OPTICAL"	1' - 6"	10.25 S.F.
	TOTAL FRONT		839.34 S.F.

	TLE SIGNAGE	HEIGHT	AREA
15.	"WAL-MART"	1' - 3"	11.54 S.F.
16.	"TIRE & LUBE"	1' - 9"	24.69 S.F.
17.	"EXPRESS"	2' - 6"	38.74 S.F.
18.	OIL	VARIES	30.00 S.F.
19.	"LUBE EXPRESS"	1' - 0"(2)	17.90 S.F.
20.	"TIRES"	1' - 0"(4)	13.04 S.F.
	TOTAL TLE		135.91 S.F.

TOTAL SIGNAGE	975.25 S.F.



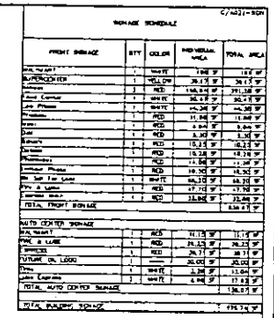


Boice Raidl Rhea Architects

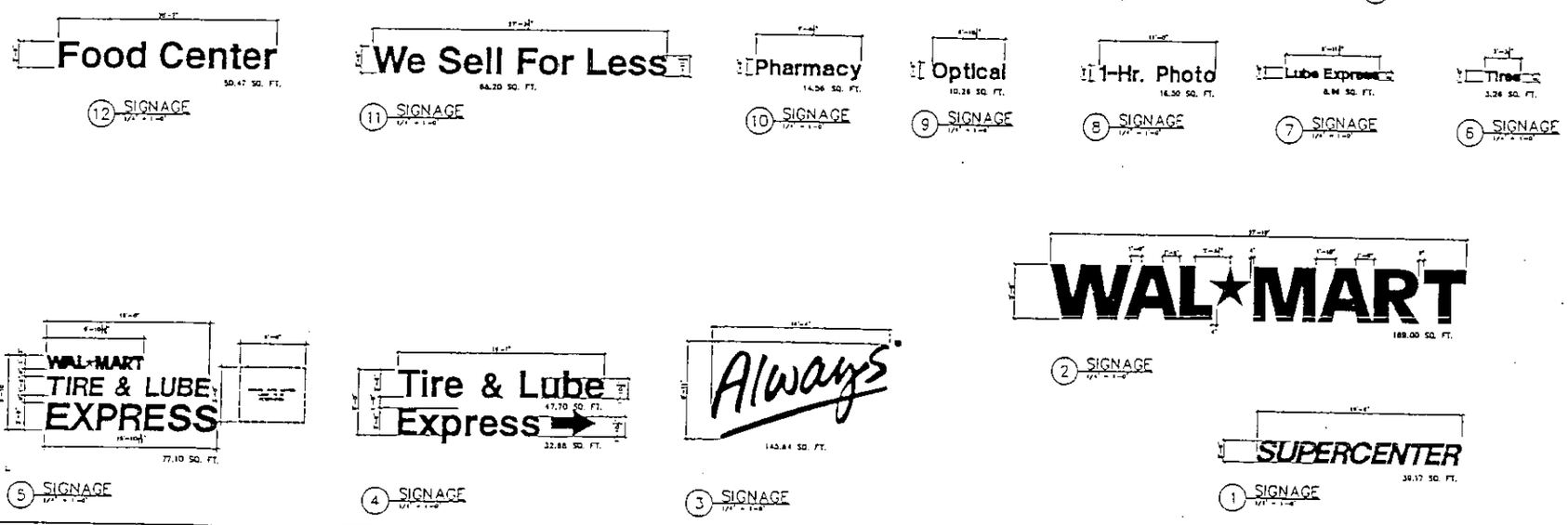
WAL★MART SUPERCENTER

Cocoa, FL
#0174
04/08/03

CFN:2003279488
OR Book/Page: 5047 / 0225



SIGNAGE SCHEDULE				
FRONT SIGNAGE	QTY	COLOR	INDIVIDUAL AREA	TOTAL AREA
WAL*MART	1	WHITE	189.00 SF	189.00 SF
SUPERCENTER	1	YELLOW	39.17 SF	39.17 SF
Always	1	RED	145.84 SF	291.68 SF
Tire & Lube Express	1	WHITE	32.88 SF	65.76 SF
WAL*MART TIRE & LUBE EXPRESS	1	WHITE	77.10 SF	154.20 SF
Tire	1	RED	11.88 SF	11.88 SF
Lube Express	1	WHITE	6.84 SF	13.68 SF
1-Hr. Photo	1	RED	5.30 SF	5.30 SF
Optical	1	RED	10.25 SF	10.25 SF
Pharmacy	1	RED	14.06 SF	28.12 SF
We Sell For Less	1	WHITE	66.20 SF	66.20 SF
Food Center	1	WHITE	50.47 SF	100.94 SF
Bakery	1	RED	10.25 SF	10.25 SF
Deli	1	RED	5.30 SF	5.30 SF
Meat	1	RED	6.84 SF	6.84 SF
Produce	1	RED	11.88 SF	11.88 SF
Low Prices	1	WHITE	44.38 SF	88.76 SF
TOTAL FRONT SIGNAGE				1,004.44 SF
MAIN CENTER SIGNAGE				
WAL*MART	1	RED	91.13 SF	91.13 SF
TIRE & LUBE	1	RED	36.23 SF	36.23 SF
EXPRESS	1	RED	26.71 SF	26.71 SF
FUTURE OIL LOGO	1	—	20.00 SF	20.00 SF
Tire	1	WHITE	3.26 SF	13.04 SF
Lube Express	1	WHITE	6.84 SF	27.36 SF
TOTAL AUTO CENTER SIGNAGE				214.47 SF
TOTAL PARKING SIGNAGE				1,218.91 SF

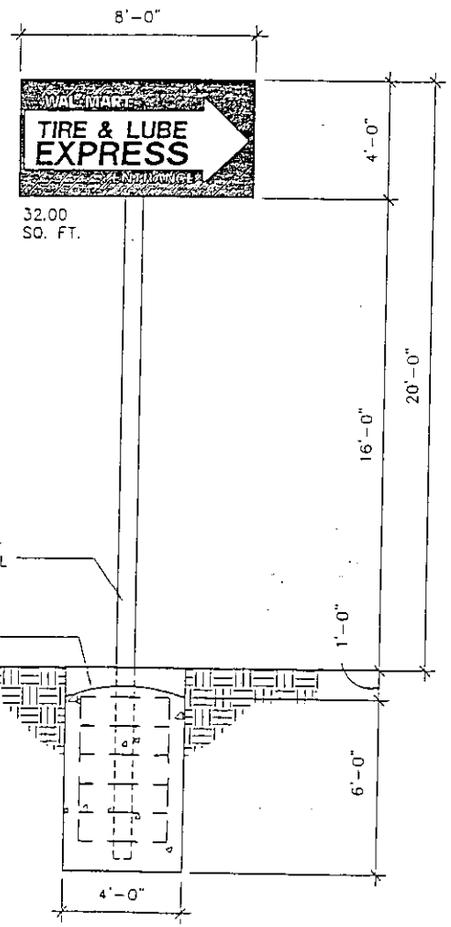


WAL*MART
SUPERCENTER
COCOA, FL
STORE NO. 174

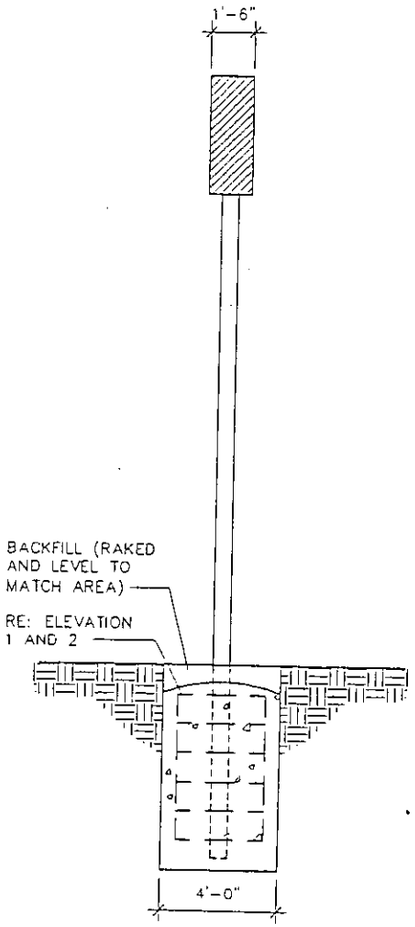
SIGNAGE

SHEET
A2.2

ENGINEERING NOTE:
DESIGN IS BASED ON REQUIREMENTS OF ASCE-7 AND UBC CRITERIA USING A53 STEEL PIPE AND CONCRETE WITH 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI



1 FRONT VIEW N.T.S.



2 SIDE VIEW N.T.S.

CFN:2003279488
OR Book/Page: 5047 / 0226

CONTRACTORS DUTIES

1. CONTRACTOR MUST REMOVE ALL EXCESS DIRT.
2. BACKFILL OVER CONCRETE FOOTINGS.
3. CONTRACTOR SHALL PAINT HOLES AND ANY ATTACHED HARDWARE CONDUIT, ELECTRICAL BOXES, ECT, COLOR TO BE BLACK.
4. NOTIFY WAL-MART SIGN SHOP BEFORE EXCAVATING ANY PLANNED LANDSCAPED AREA.
5. CLEAN UP ALL DEBRIS.
6. CLEAN FACE AND RETURN OF ALL SIGNS AFTER COMPLETED INSTALLATION.

SHEET_TITLE

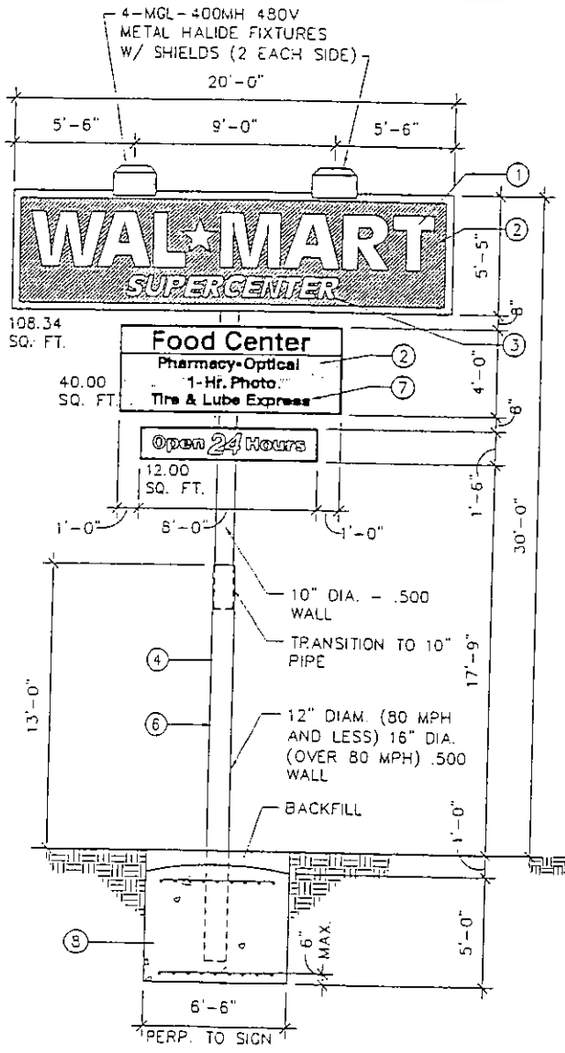
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WAL*MART

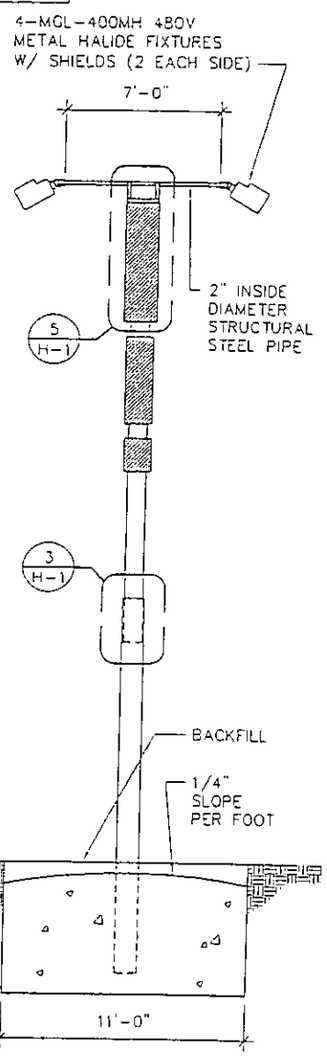
REVISION DATE:
MM-DD-YY

A-1

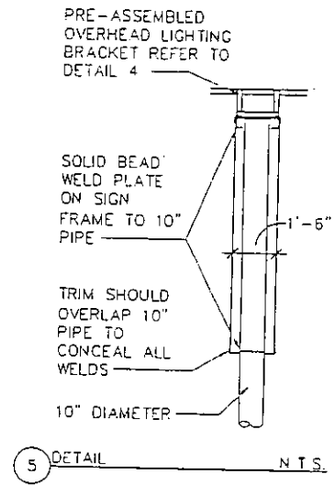
WAL-MART POLE BLUE PAINT SPEC.
SHERWIN WILLIAMS ONE GALLON BASE # B54T104
L1-6Y, R3-2Y8, W1-24



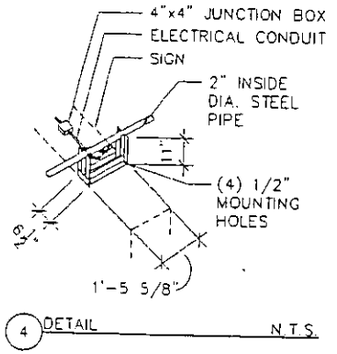
1 FRONT VIEW N.T.S.
TOTAL (160.34 SQ. FT.)



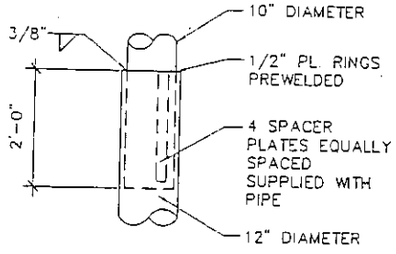
2 SIDE VIEW N.T.S.
TOTAL (160.34 SQ. FT.)



5 DETAIL N.T.S.



4 DETAIL N.T.S.



3 DETAIL N.T.S.

KEY NOTES:
1. SHALL BE WHITE PRE-PAINTED ALUMINUM OR WHITE VINYL LETTERS, ANTIQUE OLIVE BOLD LETTER STYLE.
2. SHALL BE BLUE (SHERWIN WILLIAMS WAL-MART POLE BLUE) PRE-PAINTED ALUMINUM.
3. SHALL BE YELLOW PRE-PAINTED ALUMINUM OR YELLOW VINYL LETTERS. HELVETICA LETTER STYLE WITH 15° SLANT, FORCED @ 70', 2 EACH.
4. SIGN SUPPORT SHOULD BE PAINTED SHERWIN WILLIAMS WAL-MART POLE BLUE (SEE PAINT SPEC.)
5. SHALL BE PAINTED RED (SHERWIN WILLIAMS #1602 THEATER RED)
6. COLUMN STEEL: ASTM A501 (FY=36KSI) OR ASTM A53 TYPE E OR S, GRADE B (FY=35KSI).
7. SHALL BE WHITE VINYL LETTERS, HELVETICA MEDIUM LETTER STYLE.
8. CONCRETE STRENGTH F'C= 3000 PSI @ 28 DAYS.

CONTRACTORS' DUTIES:
1. CONTRACTOR MUST REMOVE ALL EXCESS DIRT.
2. BACKFILL OVER CONCRETE FOOTINGS.
3. CONTRACTOR SHALL PAINT POLES AND ANY ATTACHED HARDWARE, CONDUIT, ELECTRICAL BOXES, ETC. MATCH SHERWIN WILLIAMS WAL-MART POLE BLUE.
4. NOTIFY WAL-MART SIGN SHOP BEFORE EXCAVATING ANY PLANNED LANDSCAPED AREA.
5. CLEAN UP ALL DEBRIS.
6. CLEAN FACE AND RETURN OF ALL SIGNS AFTER COMPLETED INSTALLATION.

LIGHTING NOTES:
1. MOUNT LIGHT FIXTURES AT 60' PER BRACKET MARKS.
2. SUPPORT PIPE: 2" INSIDE DIAMETER, 7'-0" LONG.
3. SUPPORT BRACKET TO BE 2"x2"x1/8" ANGLES CENTERED ON PIPE. RE: #2
4. DRILL 11/32" DIA MOUNTING HOLES 1" FROM EACH END, CENTERED ON ANGLE.
5. ROUTE POWER UP THROUGH POLE, INTO 2" PIPE AND TO FIXTURES AT EACH END.
6. PAINT FIXTURE ASSEMBLY, INCLUDING CONDUIT, BLUE.
7. HARDWARE FOUND IN J-BOX:
   (8) SELF-TAPPING BOLTS (6) 3/4" DRILL SCREWS
   (8) SS FLAT WASHERS (2) TWO HOLE STRAPS
   (3) BLUE WIRE NUTS (1) 3/4" CHASE NIPPLE

ENGINEERING NOTE:
DESIGN IS BASED ON REQUIREMENTS OF ASCE-7 AND UBC CRITERIA USING A53 STEEL PIPE AND CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.

SHEET_TITLE
SHEET_TITLE
SHEET_TITLE

WAL★MART

REVISION DATE:
MM-DD-YY

A-1

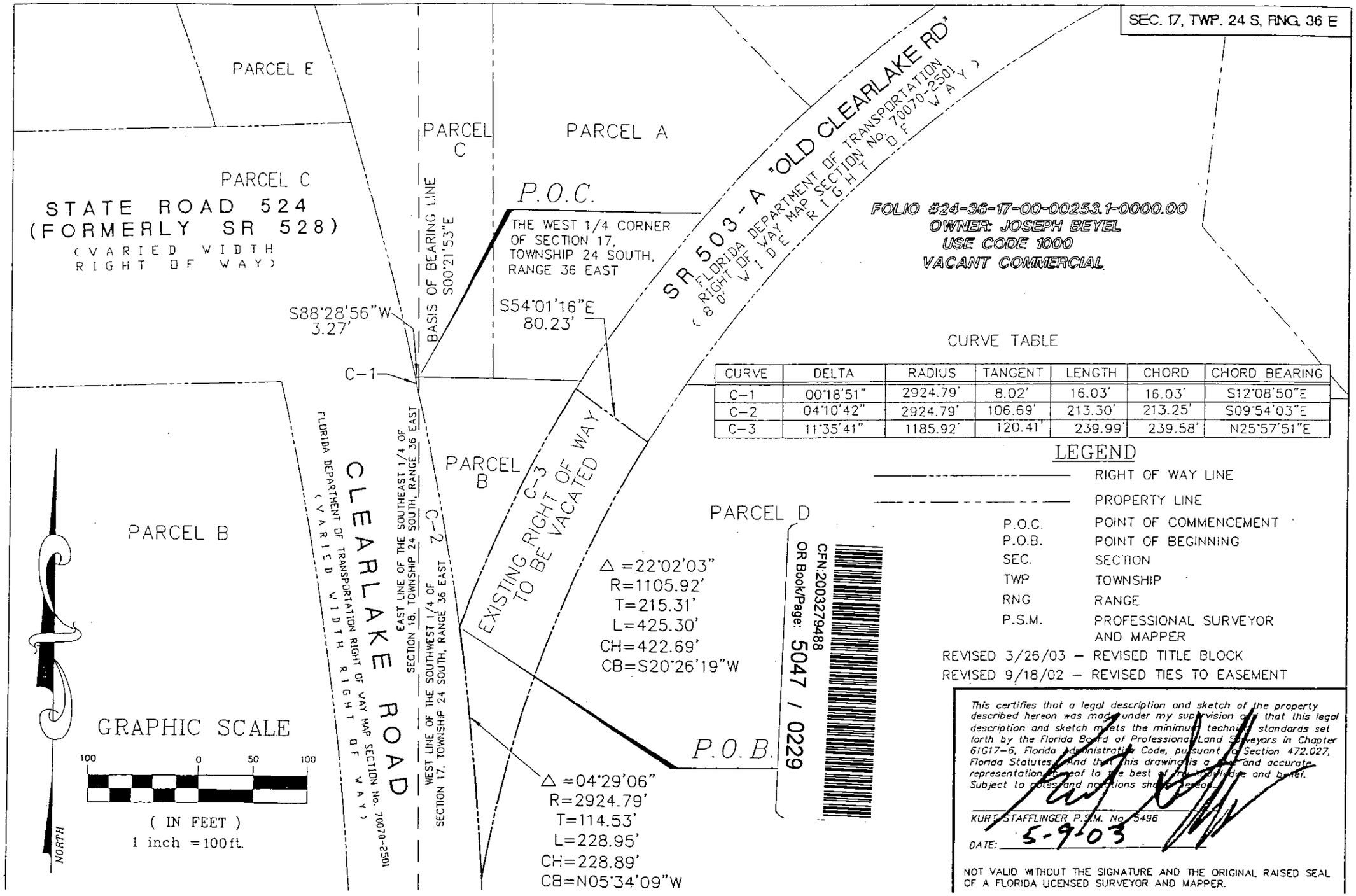
CFN:2003279488
OR Book/Page: 5047 / 0227

CFN:2003279488
OR Book/Page: 5047 / 0228

CITY OF COCOA
MAY 12 2003
RECEIVED
Planning & Zoning Division

EXHIBIT "C"
RIGHT OF WAY VACATION

SEC. 17, TWP. 24 S, RNG. 36 E



CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C-1	00°18'51"	2924.79'	8.02'	16.03'	16.03'	S12°08'50"E
C-2	04°10'42"	2924.79'	106.69'	213.30'	213.25'	S09°54'03"E
C-3	11°35'41"	1185.92'	120.41'	239.99'	239.58'	N25°57'51"E

LEGEND

———————	RIGHT OF WAY LINE
- - - - - - - -	PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER

REVISED 3/26/03 – REVISED TITLE BLOCK
REVISED 9/18/02 – REVISED TIES TO EASEMENT

CFN:2003279488
OR Book/Page: 5047 / 0229

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5496
DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.
Engineering Planning and Environmental Consultants
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32960
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Fax: 561-562-9689
www.Kimley-Horn.com

JOB NO.	047253.107
DRAWN BY	BLC
CHECKED BY	KS
APPROVED BY	KS
DATE PRINTED	7/19/02
DATE SAVED	7/19/02

EXHIBIT 'C'
SKETCH OF THE PROPOSED RIGHT OF WAY VACATION

WAL MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: 1" = 100'
SHEET NO. 1 OF 1

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SAID SECTION 17;

THENCE, BEARING SOUTH 88°28'56" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 3.27 FEET A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,924.79 FEET A CENTRAL ANGLE OF 00°18'51" AND A CHORD DISTANCE OF 16.03 FEET BEARING SOUTH 12°08'50" EAST,

THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 16.03 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 18;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE HAVING A RADIUS OF 2,924.79 FEET A CENTRAL ANGLE OF 04°10'42" AND A CHORD DISTANCE OF 213.25 FEET BEARING SOUTH 09°54'03" EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.30 FEET TO A POINT OF CUSP AND THE INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 503-A, (OLD CLEARLAKE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501), AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1185.92 FEET, A CHORD LENGTH OF 239.58 FEET BEARING NORTH 25°57'51" EAST;

THENCE NORTHERLY, LEAVING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 239.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°35'41", TO A POINT OF NON-TANGENCY;

THENCE, BEARING SOUTH 54°01'16" EAST, A DISTANCE OF 80.23 FEET TO A POINT;

(CONTINUED ON SHEET 3)

CFN:2003279488
OR Book/Page: 5047 / 0230

REVISED 3/26/03 - REVISED TITLE BLOCK
REVISED 9/18/02 - REVISED TIES TO EASEMENT
REVISED 7/26/02 - REVISED EASEMENT CONFIGURATION

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 2, 2002 PROJECT NUMBER 047253197.
3) THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE IS ASSUMED TO BEAR SOUTH 00°21'53"EAST AS SHOWN ON THE SURVEY.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation hereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5496
DATE: 5-5-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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32960
Phone: 561-562-7981
Fax: 561-562-9689
www.Kimley-Horn.com

JOB NO.	DRAWN BY	CHECKED BY	APPROVED BY	DATE PRINTED	DATE SURVEYED
047253197	BLC	KS	KS	7/18/02	7/19/02

EXHIBIT 'C'
LEGAL DESCRIPTION OF THE PROPOSED RIGHT OF WAY VACATION

WAL MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: N/A
SHEET NO.

SEC. 17, TWP. 24 S, RNG. 36 E

LEGAL DESCRIPTION: (CONTINUED)

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1105.92 FEET, A CHORD LENGTH OF 422.69 FEET BEARING SOUTH 20°26'19" WEST;

THENCE, SOUTHERLY A DISTANCE OF 425.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°02'03", TO A POINT OF CUSP WITH THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE;

SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 2924.79 FEET, A CHORD LENGHT OF 228.89 FEET BEARING NORTH 05°34'09" WEST;

THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 228.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'06", TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 25,550 SQUARE FEET OR 0.59 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

CFN:2003279488
OR Book/Page: 5047 / 0231

REVISED 3/26/03 - REVISED TITLE BLOCK

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 2, 2002 PROJECT NUMBER 047253197.
3) THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE IS ASSUMED TO BEAR SOUTH 00°21'53"EAST AS SHOWN ON THE SURVEY.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

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KURT STAFFLINGER, P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

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L.B. No. 696

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32960
Phone: 561-562-7981
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JOB NO. 047253107	DRAWN BY BLC	CHECKED BY KS	APPROVED BY KS	DATE PRINTED 7/19/02	DATE DRAFTED 7/19/02

EXHIBIT 'C'
LEGAL DESCRIPTION OF THE PROPOSED RIGHT OF WAY VACATION

WAL MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE N/A
SHEET NO.

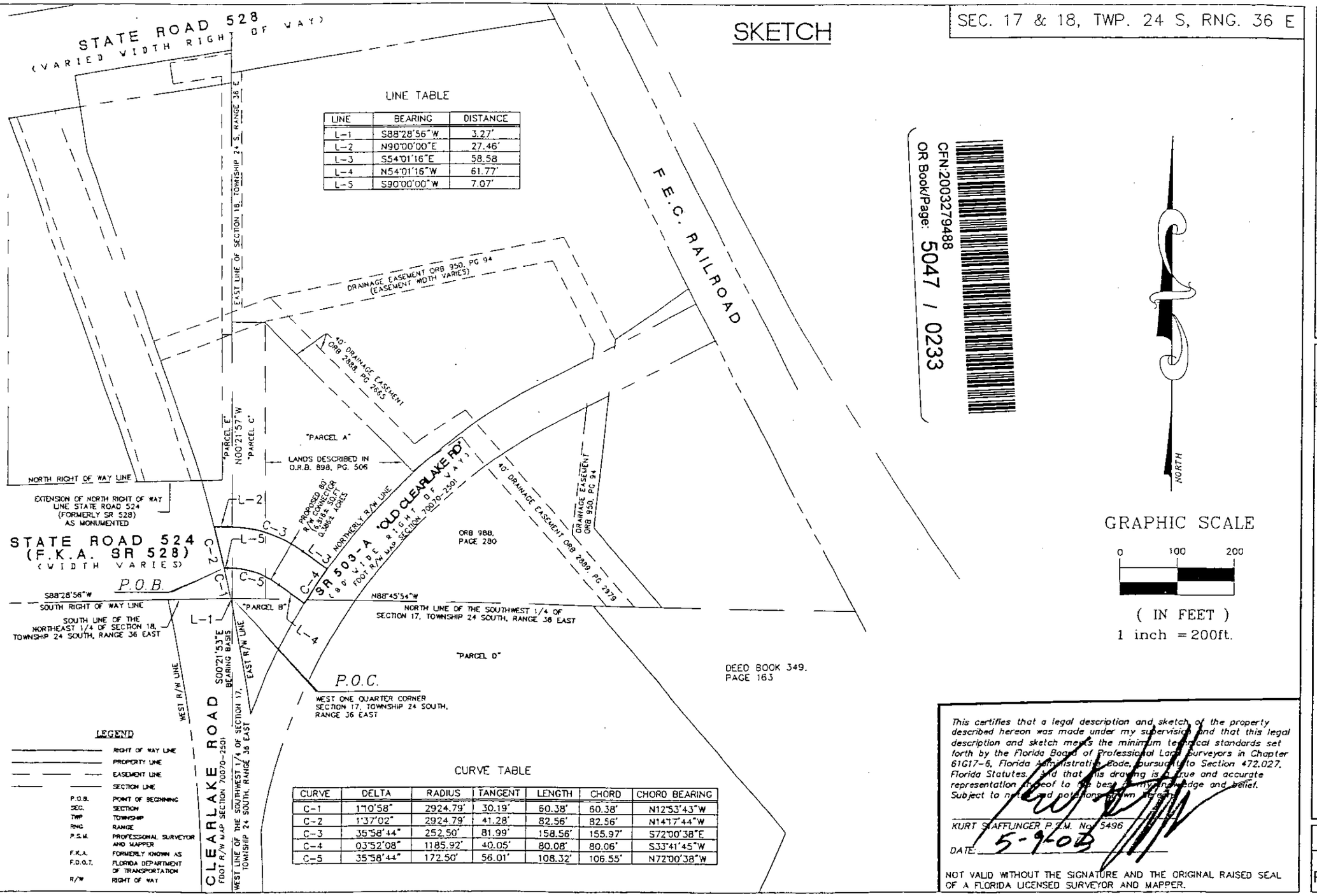
CFN:2003279488
OR Book/Page: 5047 / 0232

CITY OF COCOA
MAY 12 2003
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Planning & Zoning Division

EXHIBIT "D"
RIGHT OF WAY DEDICATION

SKETCH

SEC. 17 & 18, TWP. 24 S, RNG. 36 E



LINE TABLE

LINE	BEARING	DISTANCE
L-1	S88°28'56"W	3.27'
L-2	N90°00'00"E	27.46'
L-3	S54°01'16"E	58.58
L-4	N54°01'16"W	61.77'
L-5	S90°00'00"W	7.07'

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C-1	1°10'58"	2924.79'	30.19'	60.38'	60.38'	N12°53'43"W
C-2	1°37'02"	2924.79'	41.28'	82.56'	82.56'	N14°17'44"W
C-3	35°58'44"	252.50'	81.99'	158.56'	155.97'	S72°00'38"E
C-4	03°52'08"	1185.92'	40.05'	80.08'	80.06'	S33°41'45"W
C-5	35°58'44"	172.50'	56.01'	108.32'	106.55'	N72°00'38"W

LEGEND

———	RIGHT OF WAY LINE
———	PROPERTY LINE
— — —	EASEMENT LINE
——— ———	SECTION LINE
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
F.K.A.	FORMERLY KNOWN AS
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

CFN:2003279488
OR Book/Page: 5047 / 0233

NORTH

GRAPHIC SCALE

0 100 200

(IN FEET)
1 inch = 200ft.

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

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JOB NO.	047253187
DRAWN BY	RJW
CHECKED BY	KS
APPROVED BY	KS
DATE PLOTTED	04/25/03
DATE SAVED	04/25/03

EXHIBIT 'D'
LEGAL DESCRIPTION AND SKETCH OF THE PROPOSED RIGHT OF WAY CONNECTOR

WAL*MART, COCOA, FLORIDA
STORE # 174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE: AS NOTED

SHEET NO. 1 OF 2

LEGAL DESCRIPTION: RIGHT OF WAY CONNECTOR:

SEC. 17 & 18, TWP. 24 S, RNG. 36 E

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTIONS 17 AND 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING AN 80 FOOT WIDE STRIP, BOUNDED ON THE WEST END BY THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, AND BOUNDED ON THE EASTERLY END BY THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 503-A (OLD CLEARLAKE ROAD) SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SAID SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST;

THENCE, BEARING SOUTH 88°28'56" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 3.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 70070-2501, DATED 9/01/61, REVISED 4/14/80;

SAID POINT LYING ON A A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°10'58" AND A CHORD LENGTH OF 60.38 FEET BEARING NORTH 12°53'43" WEST;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°37'02" AND A CHORD LENGTH OF 82.56 FEET BEARING NORTH 14°17'44" WEST;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.56 FEET TO A POINT;

THENCE, BEARING NORTH 90°00'00" EAST, A DISTANCE OF 27.46 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 252.50 FEET, A CENTRAL ANGLE OF 35°58'44" AND A CHORD LENGTH OF 155.97 FEET BEARING SOUTH 72°00'38" EAST;

THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.56 FEET TO A POINT;

THENCE, BEARING SOUTH 54°01'16" EAST, A DISTANCE OF 58.58 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 503-A (OLD CLEARLAKE ROAD) PER AFORESAID RIGHT OF WAY MAP;

SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1185.92 FEET, A CENTRAL ANGLE OF 03°52'08" AND A CHORD LENGTH OF 80.06 FEET BEARING SOUTH 33°41'45" WEST;

THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 80.08 TO A POINT;

THENCE, BEARING NORTH 54°01'16" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 61.77 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 172.50 FEET, A CENTRAL ANGLE OF 35°58'44" AND A CHORD LENGTH OF 106.55 FEET BEARING NORTH 72°00'38" WEST;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 108.32 FEET TO A POINT;

THENCE, BEARING SOUTH 90°00'00" WEST, A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 16,819 SQUARE FEET OR 0.386 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2) REFER TO THE BOUNDARY SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEET S-1, DATED FEBRUARY 26, 2002 PROJECT NUMBER 047253197.
3) THE BEARING BASE FOR THIS DESCRIPTION IS BASED BASED UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE BEARS SOUTH 00°21'53" EAST.
4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

CFN:2003279488
OR Book/Page: 5047 / 0234

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAEFLINGER P.S.M. No. 5496

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

Engineering Planning and Environmental Consultants

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JOB NO. 047253197	DESIGN BY RJW	CHECKED BY KS	APPROVED BY KS	DATE PRINTED 04/25/03	DATE REVISED 04/25/03

EXHIBIT 'D'
LEGAL DESCRIPTION AND SKETCH OF THE PROPOSED RIGHT OF WAY CONNECTOR

WAL*MART, COCOA, FLORIDA
STORE # 174-03,RSC,C-192-SEQR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

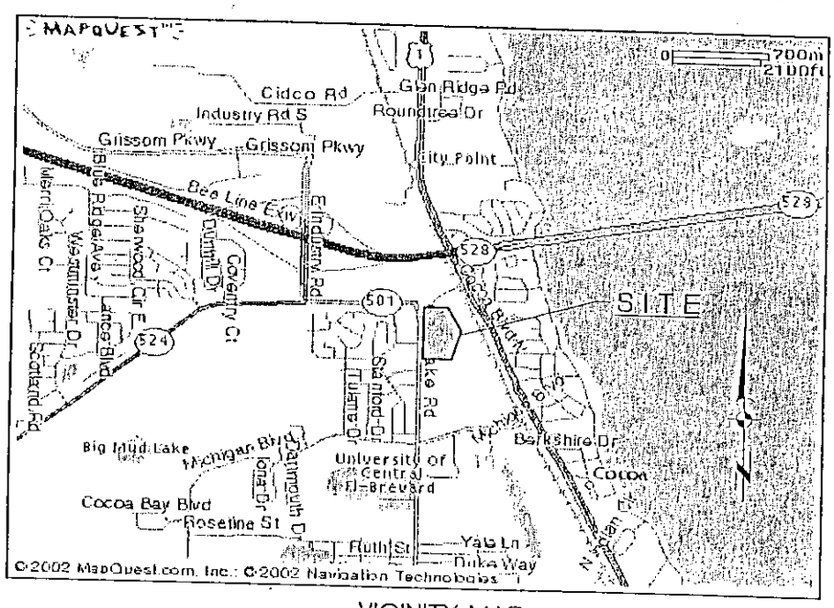
SCALE: N\A

SHEET NO. 2 OF 2

CFN:2003279488
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CITY OF COCOA
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EXHIBIT "E"
GRADING AND DRAINAGE EASEMENT



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

CH	CHORD
CH BRG	CHORD BEARING
Co	COMPANY
CR	COUNTY ROAD
△	DELTA ANGLE
E	EAST
FPL	FLORIDA POWER & LIGHT CO.
INC	INCORPORATED
L	LENGTH
LB	LICENSED BUSINESS
N	NORTH
No	NUMBER
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POINT OF TERMINATION
R	RADIUS
RNG	RANGE
S	SOUTH
SEC	SECTION
T	TANGENT
TWP	TOWNSHIP
US	UNITED STATES
W	WEST
W/	WITH

NOTES:

1) THIS IS NOT A SURVEY

2) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

3) THE BEARINGS SHOWN HEREON ARE ASSUMED. MORE PARTICULARILY THE BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE IS ASSUMED TO BEAR SOUTH 00°21'53" EAST AS SHOWN ON THE SKETCH.

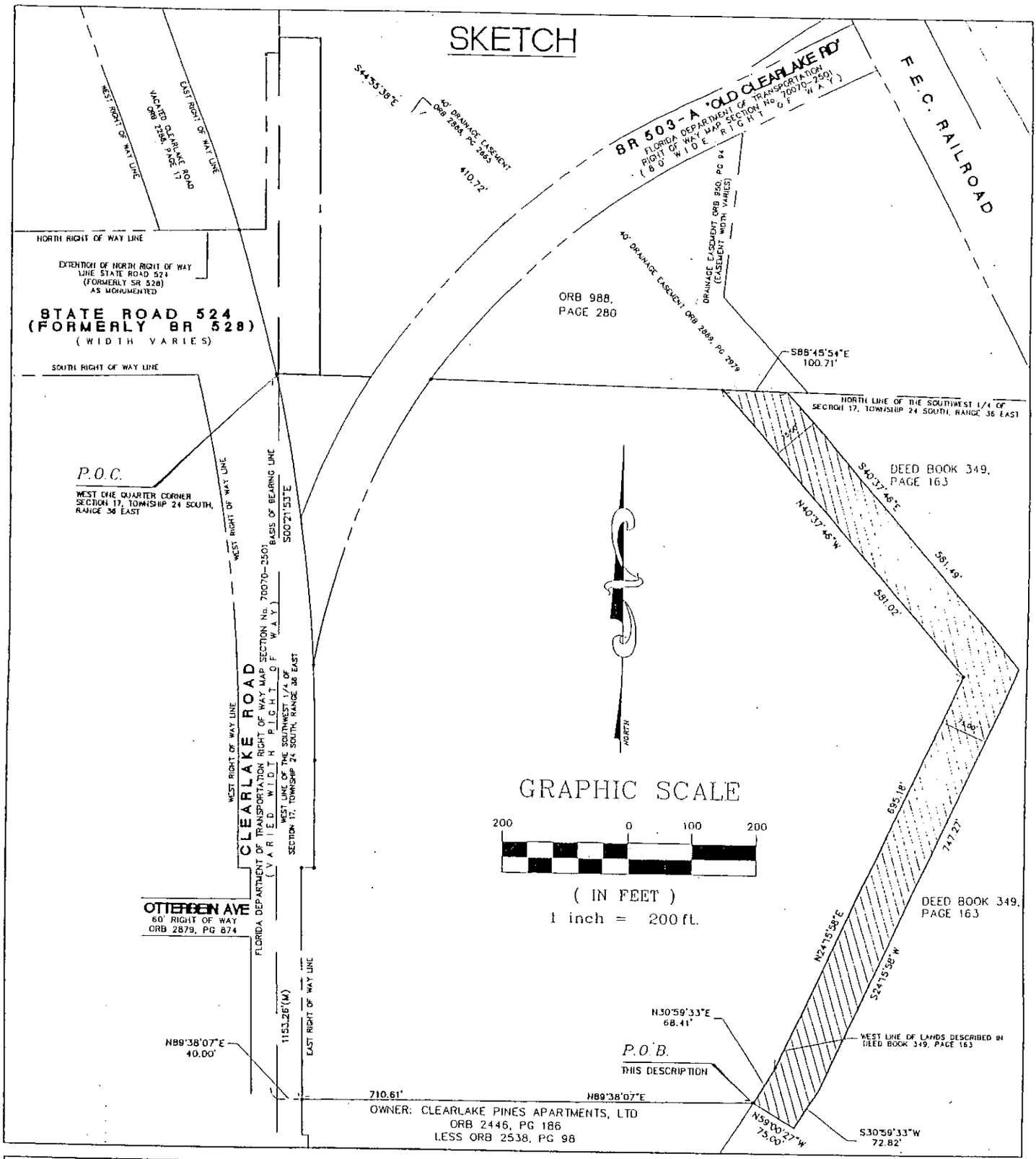
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EXHIBIT "E"
SKETCH AND DESCRIPTION FOR
GRADING AND DRAINAGE EASEMENT

WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGA-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047253197
DESIGNED BY	KS
DRAWN BY	RJW
CHECKED BY	ECD
APPROVED BY	ECD
DATE ISSUED	4/7/03
SCALE	NO SCALE
SHEET NO.	1 OF 3

CFN:2003279488
OR Book/Page: 5047 / 0236



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EXHIBIT "E"
SKETCH AND DESCRIPTION FOR GRADING AND DRAINAGE EASEMENT

WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047253197
DESIGNED BY	KS
DRAWN BY	RJW
CHECKED BY	ECD
APPROVED BY	
DATE ISSUED	4/7/03
SCALE	AS NOTED
SHEET NO.	2 OF 3

CFN:2003279488
OR Book/Page: 5047 / 0237

DESCRIPTION

(BY SURVEYOR)

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE, BEARING SOUTH 00°21'35" EAST ALONG THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1153.26 FEET TO A POINT;

THENCE, LEAVING SAID WESTERLY LINE, BEARING NORTH 89°38'07" EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501;

THENCE, BEARING NORTH 89°38'07" EAST, A DISTANCE OF 710.61 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN DEED BOOK 349, PAGE 163, AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 30°59'33" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 68.41 FEET TO A POINT;

THENCE, BEARING NORTH 24°15'58" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 695.18 FEET TO A POINT;

THENCE, BEARING NORTH 40°37'46" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 581.02 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17 AND THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE 280, AS RECORDED IN AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE, LEAVING SAID WESTERLY LINE, BEARING SOUTH 88°45'54" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 100.71 FEET TO A POINT; SAID POINT BEING 75.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES WITH SAID WESTERLY LINE;

THENCE, BEARING SOUTH 40°37'46" EAST, ALONG A LINE 75.00 FOOT EASTERLY AND PARALLEL WITH THE AFORESAID WESTERLY LINE, A DISTANCE OF 561.49 FEET TO A POINT;

THENCE, BEARING SOUTH 24°15'58" WEST, A DISTANCE OF 747.27 FEET TO A POINT;

THENCE, BEARING SOUTH 30°59'33" WEST, A DISTANCE OF 72.82 FEET TO A POINT;

THENCE, BEARING NORTH 59°00'27" WEST, A DISTANCE OF 75.00 FEET TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN 102,232± SQUARE FEET OR 2.347± ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

KURT STAFFLINGER, P.S.M. No. 5498

DATE: 5-9-03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Kimley-Horn and Associates, Inc.

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EXHIBIT "E"
SKETCH AND DESCRIPTION FOR
GRADING AND DRAINAGE EASEMENT

WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

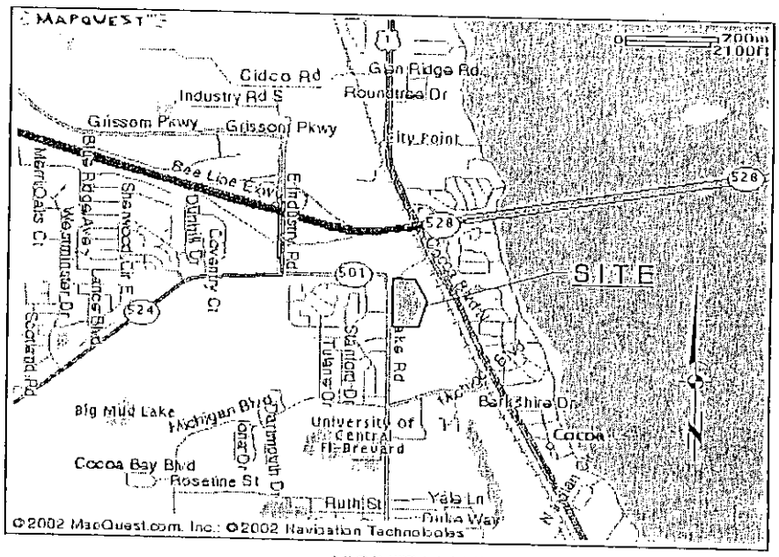
JOB NO.	047253187
DESIGNED BY	KS
DRAWN BY	RJW
CHECKED BY	ECD
APPROVED BY	
DATE ISSUED	4/7/03
SCALE	NO SCALE
SHEET NO.	3 OF 3

CFN:2003279488
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CFN:2003279488
OR Book/Page: 5047 / 0239

CITY OF COCOA
MAY 12 2003
RECEIVED
Planning & Zoning Division

EXHIBIT "F"
NO BUILD AREA



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

CH	CHORD	PG	PAGE
CH BRG	CHORD BEARING	POB	POINT OF BEGINNING
Co	COMPANY	POC	POINT OF COMMENCEMENT
CR	COUNTY ROAD	POT	POINT OF TERMINATION
△	DELTA ANGLE	R	RADIUS
E	EAST	RNG	RANGE
FPL	FLORIDA POWER & LIGHT CO.	S	SOUTH
INC	INCORPORATED	SEC	SECTION
L	LENGTH	T	TANGENT
LB	LICENSED BUSINESS	TWP	TOWNSHIP
N	NORTH	US	UNITED STATES
No	NUMBER	W	WEST
ORB	OFFICIAL RECORD BOOK	W/	WITH
PB	PLAT BOOK		

NOTES:

1) THIS IS NOT A SURVEY

2) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

3) THE BEARINGS SHOWN HEREON ARE ASSUMED. MORE PARTICULARILY THE BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST. SAID LINE IS ASSUMED TO BEAR SOUTH 00°21'53" EAST AS SHOWN ON THE SKETCH.

Kimley-Horn and Associates, Inc.
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EXHIBIT 'F'
SKETCH AND DESCRIPTION FOR
'NO BUILD' AREA
WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO	047253197
DESIGNED BY	KS
DRAWN BY	RJW
CHECKED BY	ECD
APPROVED BY	ECD
DATE REVISED	DEC '02
SCALE	NO SCALE
SHEET NO.	1 OF 3

CFN:2003279488
OR Book/Page: 5047 / 0240

CFN:2003279488
OR Book/Page: 5047 / 0241

DESCRIPTION
(BY SURVEYOR)

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE, BEARING SOUTH 00°21'35" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1153.26 FEET TO A POINT;

THENCE, LEAVING SAID WESTERLY LINE, BEARING NORTH 89°38'07" EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070-2501;

THENCE, CONTINUE BEARING NORTH 89°38'07" EAST, A DISTANCE OF 710.61 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN DEED BOOK 349, PAGE 163, AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE, BEARING NORTH 30°59'33" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 68.41 FEET TO A POINT;

THENCE, BEARING NORTH 24°15'58" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 695.18 FEET TO A POINT;

THENCE, BEARING NORTH 40°37'46" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 221.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, CONTINUE BEARING NORTH 40°37'46" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 112.00 FEET TO A POINT;

THENCE, BEARING NORTH 49°22'14" EAST, PERPENDICULAR TO SAID WESTERLY LINE, A DISTANCE OF 21.50 FEET TO A POINT;

THENCE, BEARING SOUTH 40°37'46" EAST, PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 112.00 FEET TO A POINT;

THENCE, BEARING SOUTH 49°22'14" WEST, PERPENDICULAR TO SAID WESTERLY LINE, A DISTANCE 21.50 FEET TO THE POINT AND PLACE OF BEGINNING;

THE ABOVE DESCRIBED PREMISES CONTAIN 2,408± SQUARE FEET OR 0.055± ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

This certifies that a legal description and sketch of the property described hereon was made under my supervision and that this legal description and sketch meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

SCOTT STAFFLINGER P.S.M. No. 5[illegible]

DATE 5-09-03

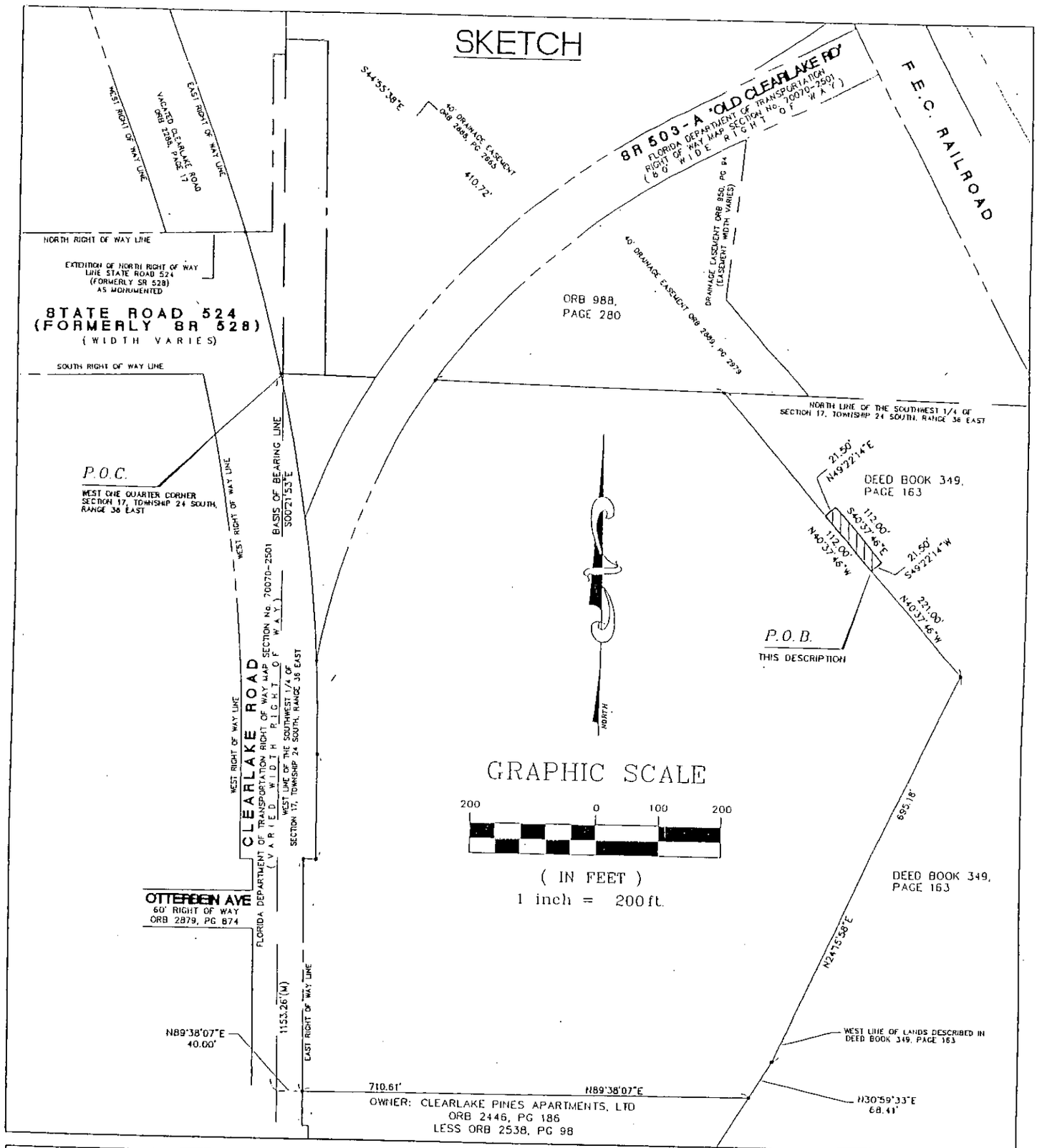
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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Kimley-Horn and Associates, Inc.
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E.B. No. 696
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Vero Beach, Florida
32960
Phone: 772-562-7981
Fax: 772-562-9689
www.Kimley-Horn.com

EXHIBIT "F"
SKETCH AND DESCRIPTION FOR
"NO BUILD" AREA

WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047253197
DESIGNED BY	KS
DRAWN BY	RJM
CHECKED BY	ECD
APPROVED BY	
DATE ISSUED	DEC '02
SCALE	NO SCALE
SHEET NO.	3 OF 3



Kimley-Horn and Associates, Inc.

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E.B. No. 696

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EXHIBIT "F"
SKETCH AND DESCRIPTION FOR "NO BUILD" AREA

WAL-MART, COCOA, FLORIDA
STORE #174-03, RSC, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO.	047253187
DESIGNED BY	KS
DRAWN BY	REW
CHECKED BY	ECD
APPROVED BY	
DATE ISSUED	DEC '02
SCALE	AS NOTED
SHEET NO.	2 OF 3

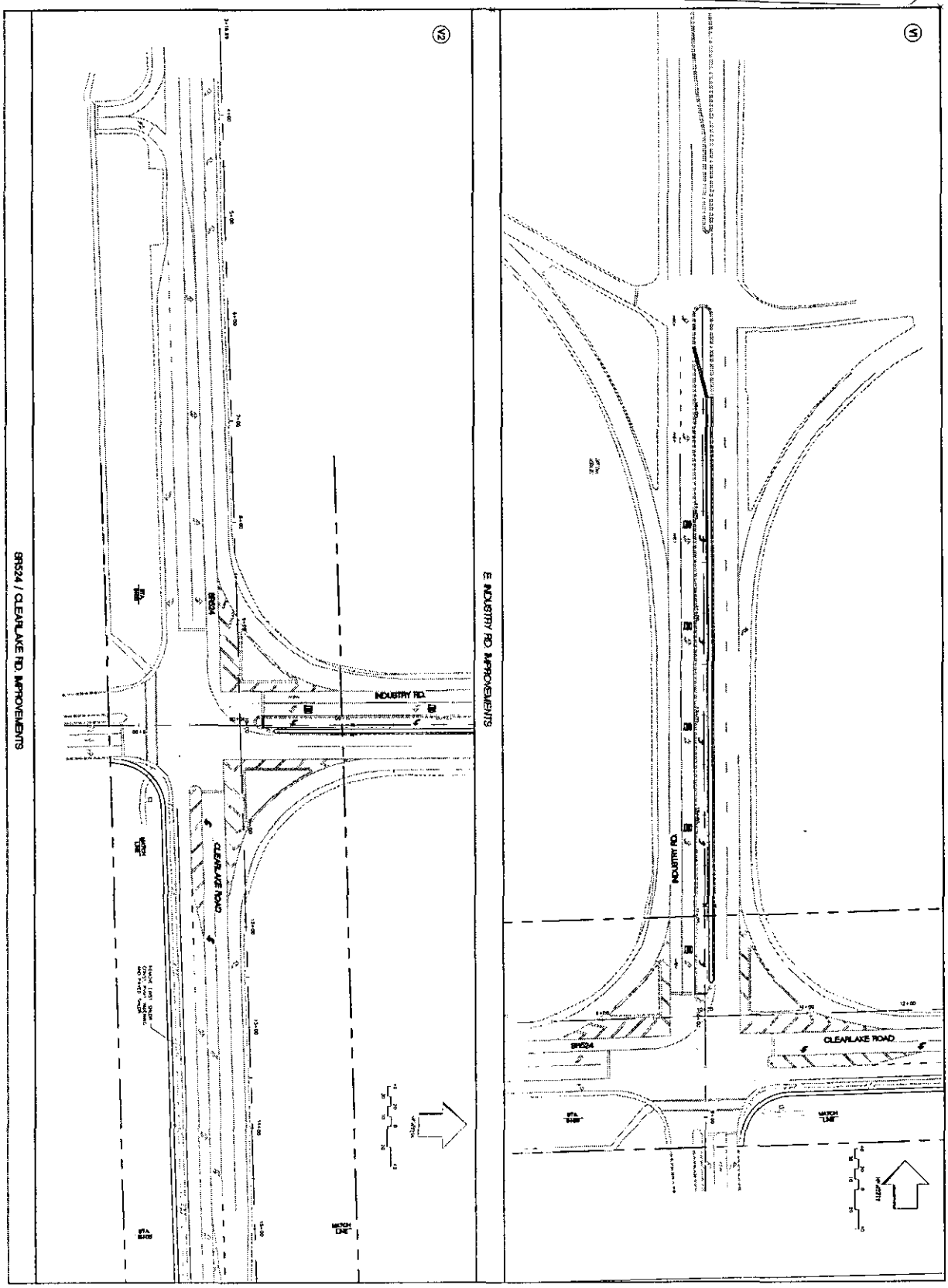
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OR Book/Page: 5047 / 0242

CFN:2003279488
OR Book/Page: 5047 / 0243

EXHIBIT "G"

Phase 1 Offsite Road Improvements

CFN:2003279488
OR Book/Page: 5047 / 0244



OFFSITE ROADWAY IMPROVEMENTS
PHASE 1

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO. 04225.1167.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 01/06/03

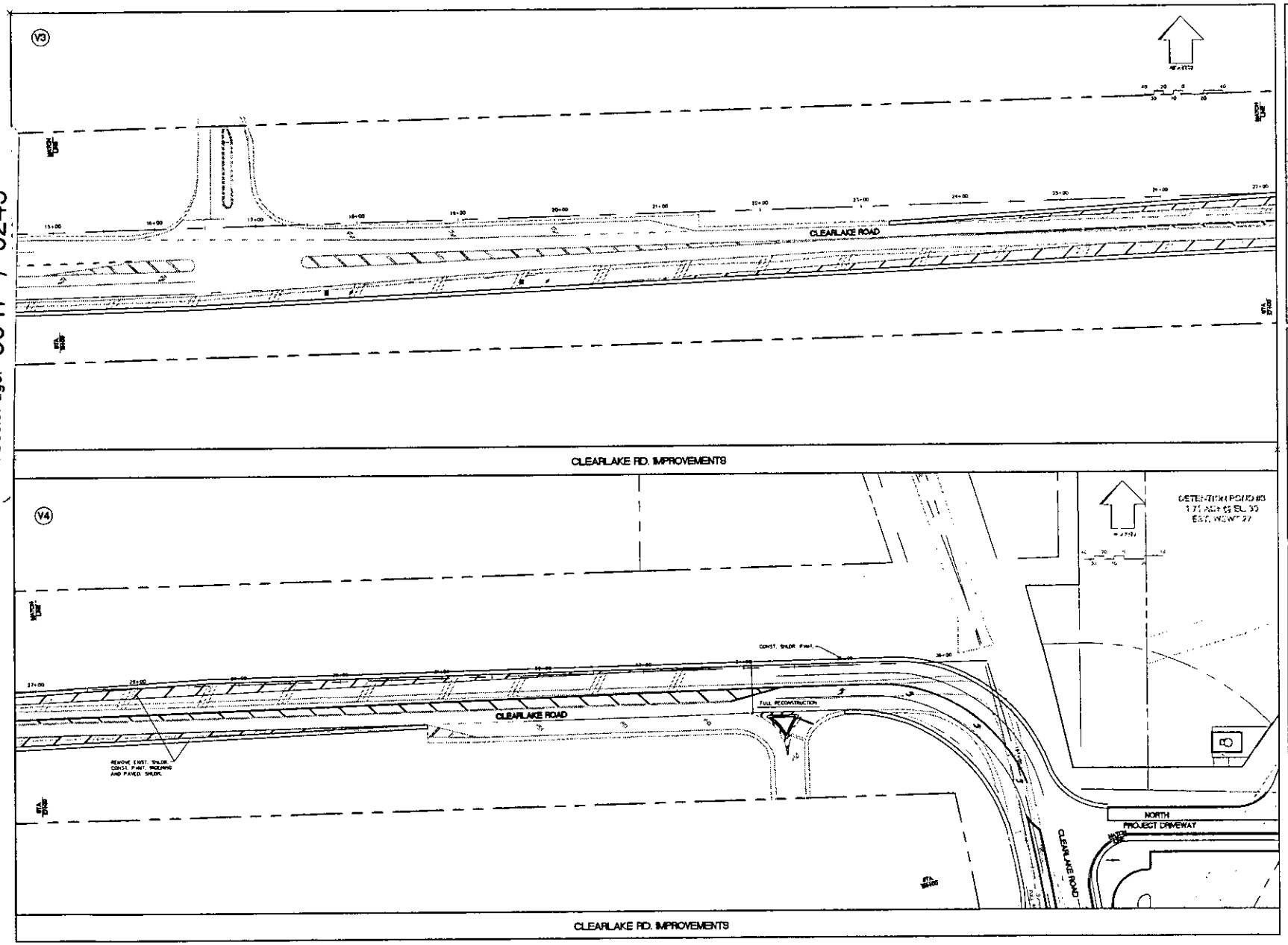
SCALE 1" = 40'
SHEET NO. G1

NO.	REVISION	BY	DATE

SEAL
DAVID T. CORRIE
FL PE NO. 49209
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
C.A. No. 696
Suite 420
0 Holly Road
Vero Beach, FL 32960
Phone: 561-562-7281
Fax: 561-562-8688

CFN:200327948
OR Book/Page: 5047 / 0245

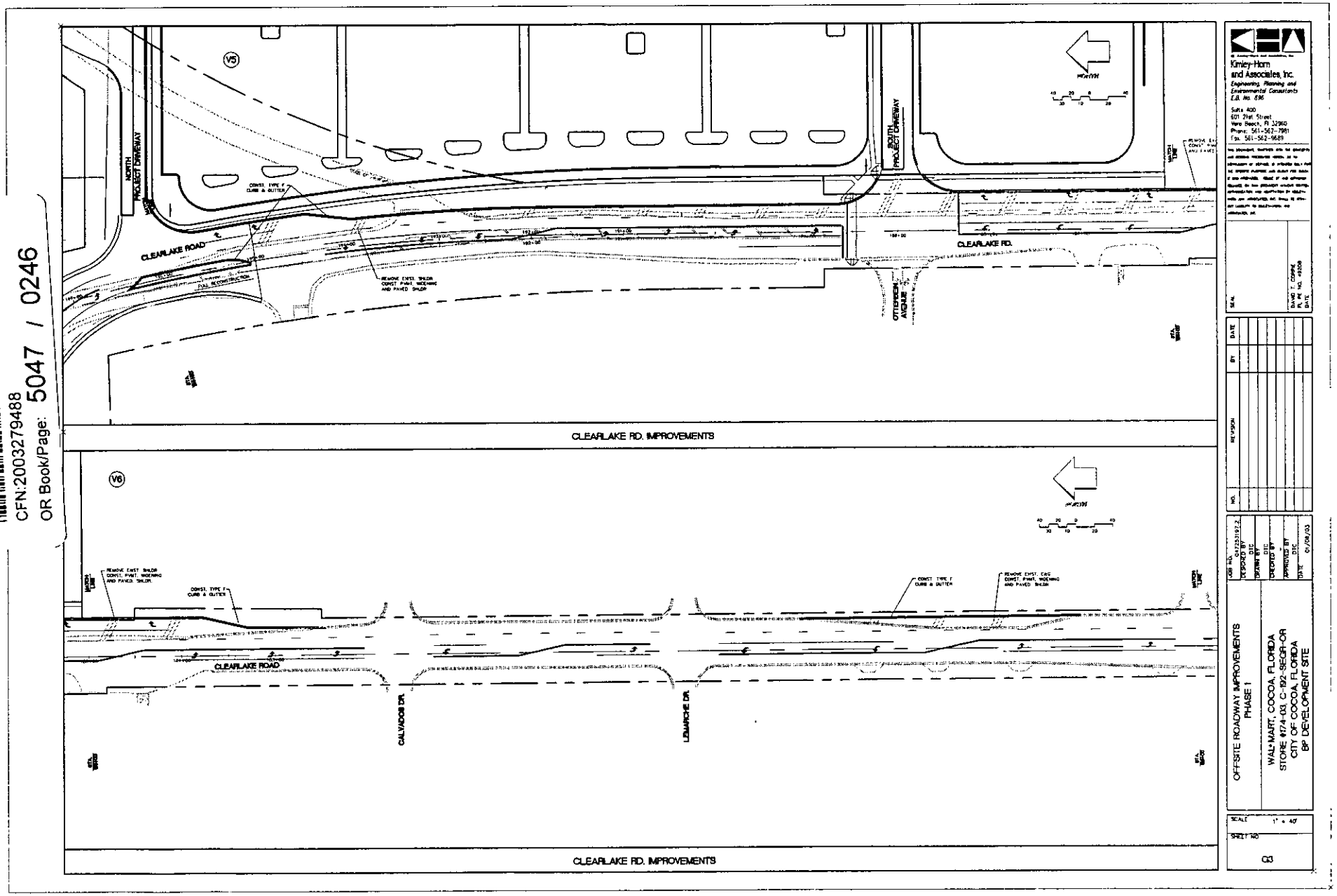


Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
501 21st Street
Vero Beach, FL 32960
Phone: 561-562-7981
Fax: 561-562-9689

OFFSITE ROADWAY IMPROVEMENTS
PHASE 1
WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEOR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 40'
SHEET NO. C2

CFN:2003279488
OR Book/Page: 5047 / 0246



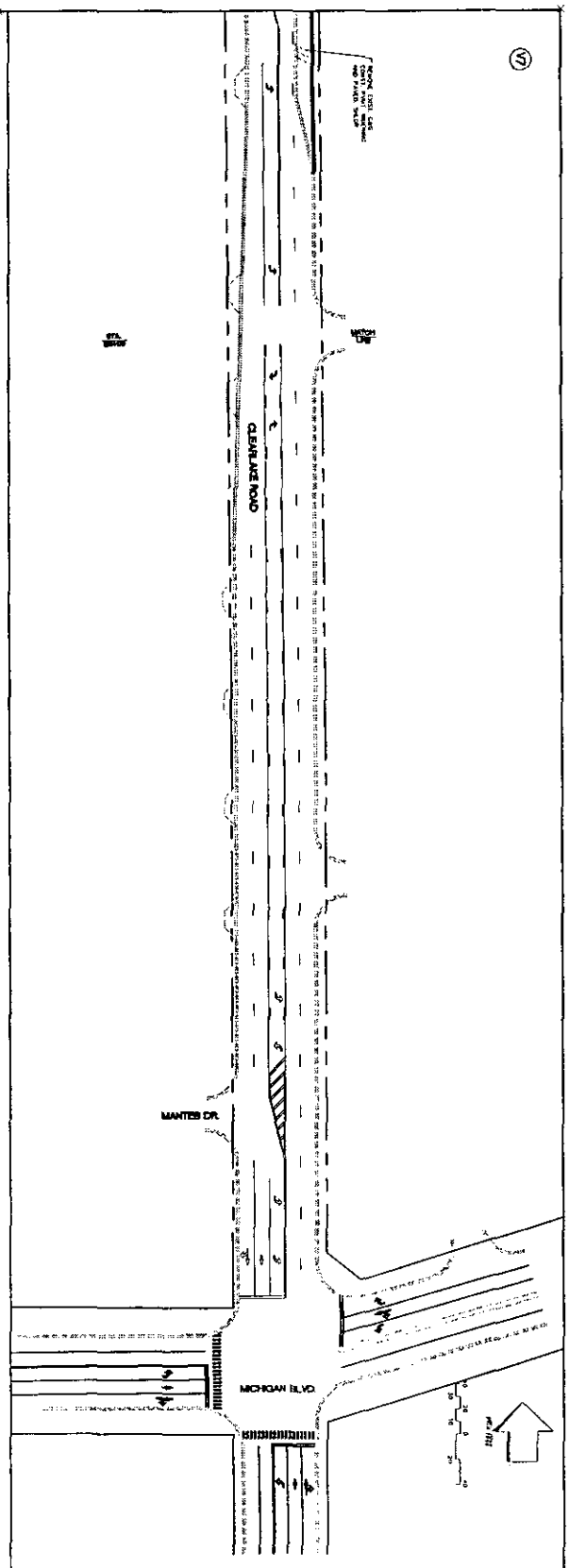
Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
601 21st Street
Vero Beach, FL 32960
Phone: 561-562-7991
Fax: 561-562-9689

OFFSITE ROADWAY IMPROVEMENTS
PHASE I

WAL*MART, COCOA, FLORIDA
STORE #374-03, C-192-SE/GR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

SCALE 1" = 40'
SHEET NO. C3

CFN:2003279488
OR Book/Page: 5047 / 0247



OFFSITE ROADWAY IMPROVEMENTS
PHASE 1

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO. 047253197.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 01/08/03

NO	REVISION	BY	DATE

SEAL

DAVID T. CORRIE
FL PE NO. 49206
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
C.A. No. 696
Suite 400
601 21st Street
Vero Beach, FL 32960
Phone: 561-567-3551
Fax: 561-567-1888

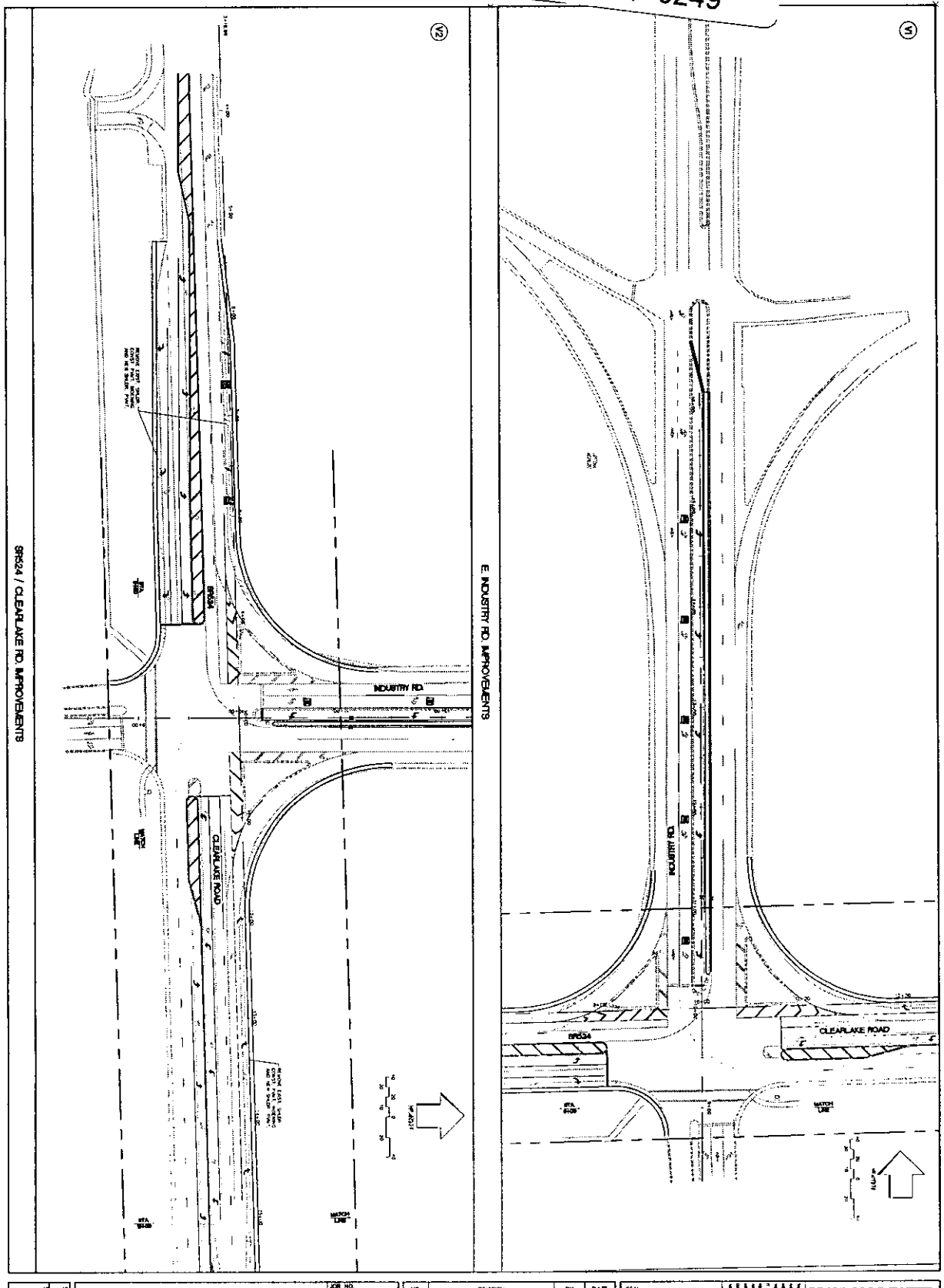
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OR Book/Page: 5047 / 0248

EXHIBIT "H"

Phase 2 Offsite Road Improvements

CFN:2003279488
OR Book/Page: 5047 / 0249



OFFSITE ROADWAY IMPROVEMENTS
PHASE 2

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEQR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO. 047253187.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY -
APPROVED BY DTC
DATE 01/06/03

NO.	REVISION	BY	DATE

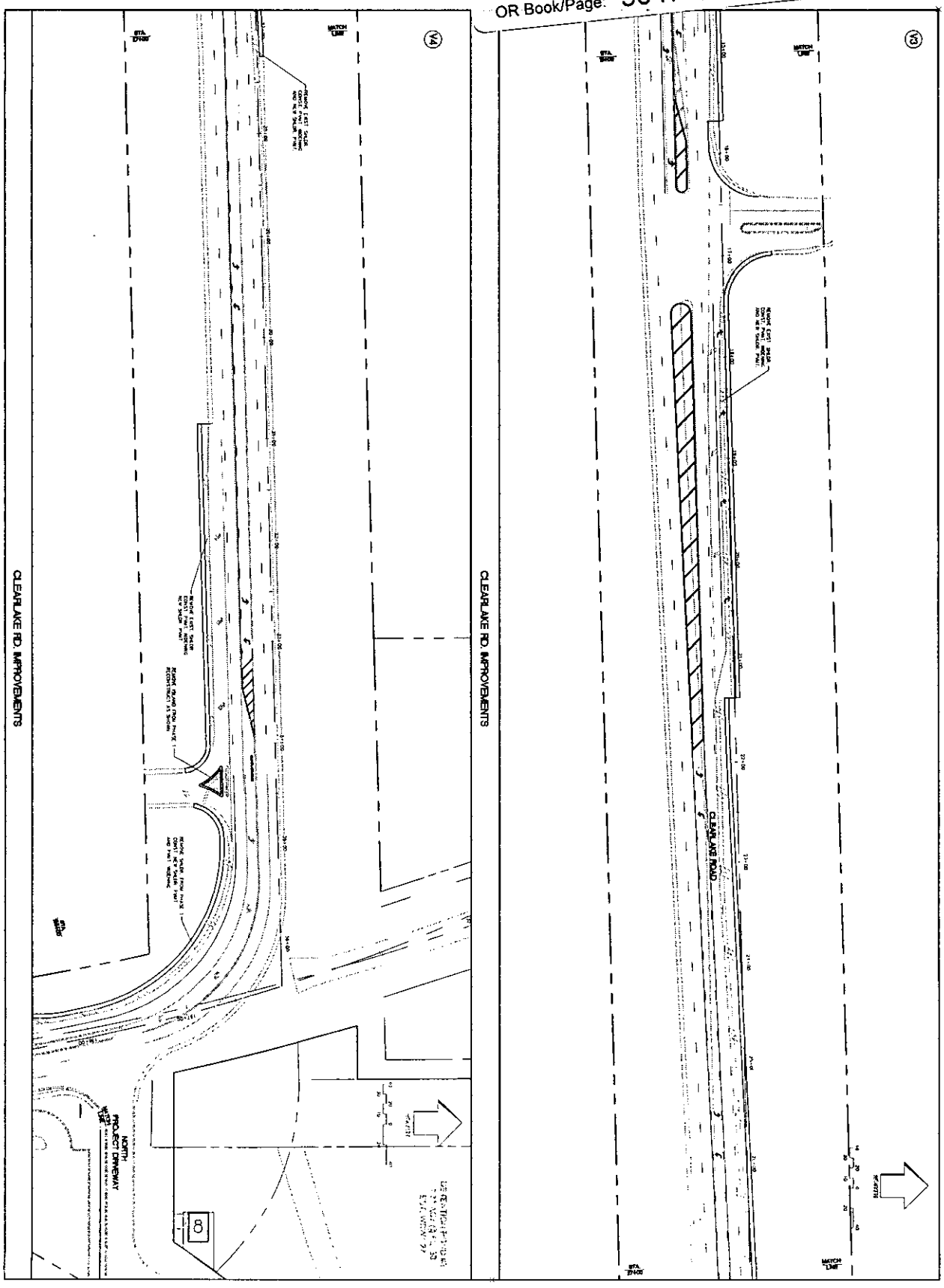
SEAL

DAVID T. CORRIE
FL PE NO. 49208
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
1920 The Viera
Melbourne, FL 32940
Phone: 321-242-7900
Fax: 321-242-7909

SHEET NO. H1
TOTAL SHEETS
SCALE: 1" = 40'

CFN:2003279488
OR Book/Page: 5047 / 0250



OFFSITE ROADWAY IMPROVEMENTS
PHASE 2

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

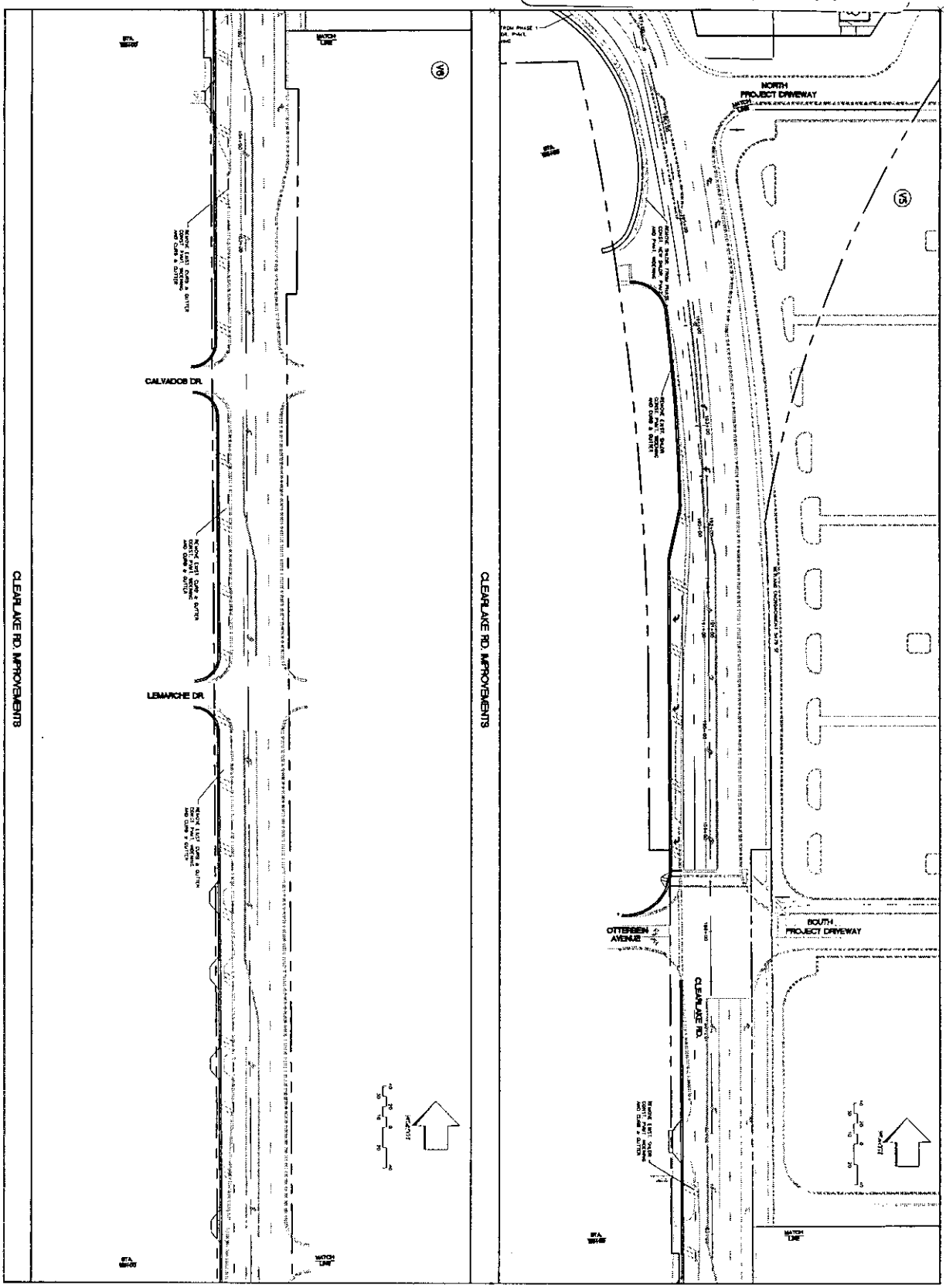
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JOB NO. 014725319.7.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 01/06/03

NO.	REVISION	BY	DATE

SEAL
DAVID T. CORRIE
FL PE NO. 49206
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
E.B. No. 696
Suite 400
1001 Third Street
West Palm Beach, FL 33401
Phone: 561-582-7991
Fax: 561-582-3589

CFN:2003279488
OR Book/Page: 5047 / 0251



OFFSITE ROADWAY IMPROVEMENTS
PHASE 2

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

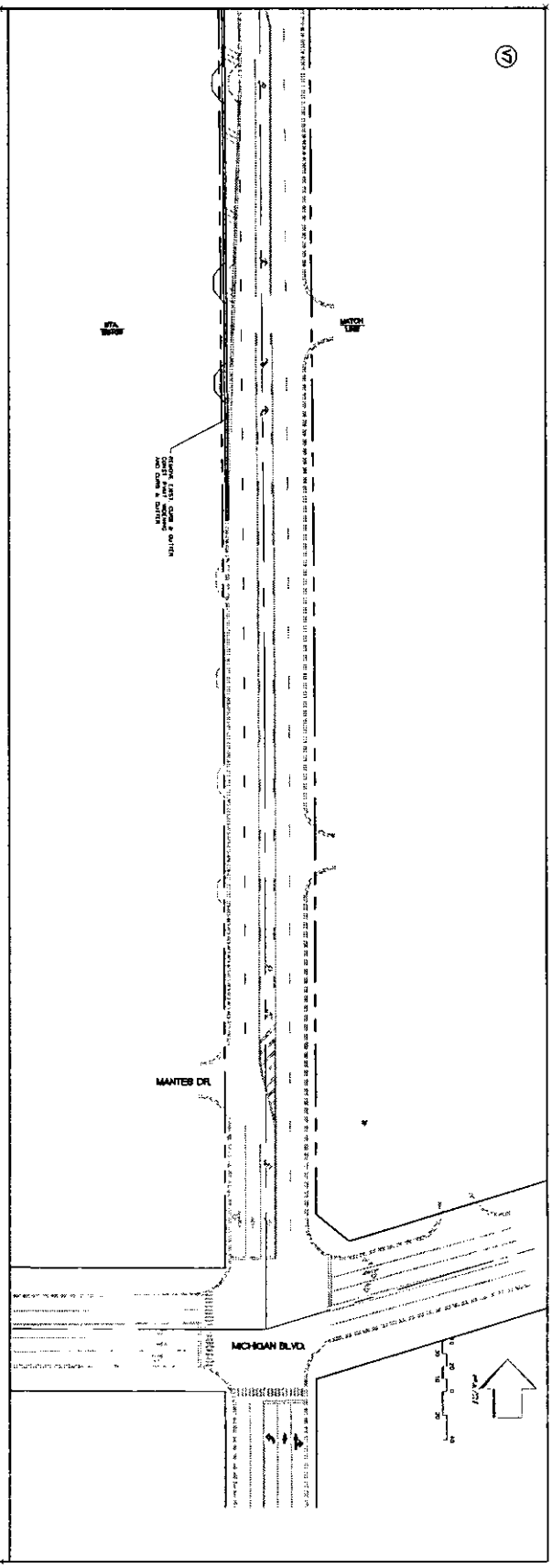
JOB NO. 047251187.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 01/06/03

NO.	REVISION	BY	DATE

SEAL
DAVID T. CORRE
FL PE NO. 49208
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
C.A. No. 696
Suite 600
101 21st Street
Birmingham, Alabama 35203
Phone: 205-322-0201
Fax: 205-322-0152

CFN:2003279488
OR Book/Page: 5047 / 0252



OFFSITE ROADWAY IMPROVEMENTS
PHASE 2

WAL*MART, COCOA, FLORIDA
STORE #174-03, C-192-SEGR-OR
CITY OF COCOA, FLORIDA
BP DEVELOPMENT SITE

JOB NO. 047253197.2
DESIGNED BY DTC
DRAWN BY DTC
CHECKED BY
APPROVED BY DTC
DATE 01/08/03

NO.	REVISION	BY	DATE

SEAL

DAVID T. CORRIE
FL PE NO. 49208
DATE

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
FL Reg. No. 696
501 14th Street
West Palm Beach, FL 33401
Phone: 561-547-7901
Fax: 561-547-1939

SHEET NO. PH4
SCALE 1" = 40'

CITY COUNCIL AGENDA ITEM

Memo Date:	February 4, 2026
Agenda Date:	February 10, 2026
File ID:	2026-100
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Consider the Donation Application for Double Zero Athletics in the amount of $1,000.

BACKGROUND:

The City has received a Donation Application Request from Double Zero Athletics, submitted by its President, Terrance Parks, seeking $1,000 in support of the 100 Dreams Basketball Camp. Per the application, Mr. Parks has extensive experience promoting and conducting successful basketball camps throughout Brevard County since 2005.

The week-long basketball camp is designed to serve approximately 100 youth, primarily from Emma Jewel Charter Academy, Cambridge Elementary, Endeavor Elementary, and Saturn Elementary. Cocoa residents will be involved in the selection, transport, and execution of the camp.

The requested funds will be used to offset costs associated with facility rental, breakfast and lunch for campers, and marketing for the event. Approximately 100 Cocoa residents are anticipated to benefit from this program, which promotes youth development, physical activity, and positive community engagement.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
001-1000-511.48-00	$1,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Donation Application for Double Zero Athletics in the amount of $1,000.

DONATION APPLICATION REQUESTS

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;

- Spend allocated funds within the specified fiscal year;
- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After-Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

City of Cocoa
Attn: Monica Arsenault, City Clerk
65 Stone St.
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to ensure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8488.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application. Organization Name: Double Zero Athletics, Inc.

Project Name: 100 Dreams Basketball Camp

		YES	NO
1	Completed Application	X	
2	Exhibit A – IRS Letter of Non-Profit Determination or State of Florida Non-Profit Designation	X	
3	Exhibit B – Income / Expense Report (last filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C – Project Objectives	X	
5	Exhibit D – Use of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Attention: Monica Arsenault, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be postmarked no later than 60 days prior to the event.

If you have any questions, please call the Office of the City Clerk at (321) 433-8488.

Thank you.

65 Stone Street
Cocoa, Florida 32922
(321) 433-8480

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Double Zero Athletics, Inc.

FEDERAL ID #: 33-4675895

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 3037 Atazar Way

CITY/STATE: Melbourne, FL ZIP: 32940

CONTACT PERSON: Terrence Parks TITLE: President

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-917-5013 FAX #:

EMAIL ADDRESS: terrence.parks@doublezeroathletics.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET:

PROJECT INFORMATION:

NAME OF PROJECT: 100 Dreams Basketball Camp

TOTAL PROJECT COST: $

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $ 1,000.00

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: [X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2 [ ] DISTRICT 3 [ ] DISTRICT 4

For more information, please go to our official City web site at www.cocoafl.gov

ANTICIPATED PARTICIPANTS TO BE SERVED: 100 students

OF COCOA RESIDENTS TO BE SERVED: 100

(20 POINTS)

NEW PROGRAM?: [X] YES [ ] NO (10 POINTS)

EXPANDED PROGRAM?: [ ] YES [X] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes _X____ No _____ If yes, briefly describe. (10 POINTS)

Cocoa residents will be involved in the selection, transport, and execution of this week long basketball camp. Campers will primarily come from Emma Jewel, Cambridge, Endeavour, and Saturn Elementary Schools. We will also seek assistance from the Cocoa PAL Program to ensure that this is a successful event.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Terrence Parks, President of Double Zero Athletics, Inc., has extensive experience in promoting and conducting successful basketball camps throughout Brevard County since 2005, when he was the head basketball coach at Brevard Community College. He as conducted camps and clinics while the head coach at Viera High School, Palm Bay High School, and while a recreation leader working for the Brevard Parks and Recreation Department.

USE OF FUNDS: Complete Exhibit D. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After-Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Signature of Authorized Representative **Date** 12/8/25

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Double Zero Athletics, Inc.
Fiscal Period:2026

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (initial deposit)	$ 100.00
	$
TOTAL INCOME	$ 100.00

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 0

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

Double Zero Athletics, Inc. was founded on June 24, 2025.
The 100 Dreams Basketball Camp will be the first basketball camp for our organization. We are currently soliciting sponsorships and financial assistance from the community

City of Cocoa
Use of Funds Statement
(to be submitted with Donation Application)

Exhibit D

Date: December 8, 2025 Project Dates: July 6-10, 2026

Organization: Double Zero Athletics, Inc. Project: 100 Dreams Basketball Camp

1.) Please list the in-kind services requested from the City, along with the dates and times required: Not Applicable

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

Double Zero Athletics, Inc., is requesting $1,000 in support of the 100 Dreams Basketball Camp. These funds will be used to offset some of the cost associated with facility rental, breakfast and lunch for the campers, marketing of the event, etc.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator — Date: 12/9/25

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Maria Fanto (Dec 8, 2025 15:17:12 EST)

Project Financial Officer — Date: 12/08/2025

City of Cocoa
After Action Statement

(To be submitted after completion of project/event)

Date: _____ Project Dates: _____

Organization: _____ Project: _____

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

_____

_____

_____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

_____

_____

_____

2.) Additional Comments: _____

_____

_____

_____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____

Project Administrator Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____

Project Financial Officer Date

Attach any back-up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: _____

Grantee: _____ Project: _____

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description

TOTAL $_____

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

x _____ _____

Project Administrator Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

x _____ _____

Project Financial Officer Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Double Zero Athletics Project Name: _____

SCORE

1. New or expanded program for the organization?
   If Yes, the applicant receives **10 points**. **Yes** [X] **No** [ ] 10

2. How many Cocoa residents will be served with this project? **Number** [100] 20
   Applicant can receive up to **20 points** in this section.
   Majority of recipients = **20 points;**
   Half of recipients served = **10 points.**

3. Were Cocoa volunteer residents used in the implementation of this project?
   If yes, the applicant receives **10 points.** **Yes** [X] **No** [ ] 10

4. What impact will this project have on the community? 50
   The following will be considered:
   Enhances quality of life for Cocoa residents.
   Programs for children, seniors, families, and/or disabled.
   Unique to the Cocoa community
   Fills an unmet need in the Cocoa community
   Has record of community support
   Educational and informational benefits
   Applicant may receive up to **50 points** in this section

5. Has the applicant demonstrated the ability to execute their proposed project? 20
   Applicant may receive up to **20 points** in this section.
   Yes [X] **No** [ ]

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score [110]

Minimum threshold met?: **Yes** [X] **No** [ ]

Forwarded to City Attorney for review: **Yes** [X] **No** [ ] **Date:** _____

Meets municipal purpose?: **Yes** [X] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

Approved 04/06

Donation Application Scoring

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. BOX 2508
Cincinnati, OH 45201

DOUBLE 0 ATHLETICS INC
3037 ATAZAR WAY
MELBOURNE, FL 32940

Date:
06/24/2025
Employer ID number:
33-4675895
Person to contact:
Name: P. Murray
ID number: 5584177
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 01, 2025
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053514003755

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

100 Dreams Basketball Camp

Empowering Youth Through Basketball Excellence

Executive Summary

The 100 Dreams Basketball Camp is a transformative five-day program designed to serve 100 children from underserved communities throughout Brevard County. Taking place at Cocoa High School from July 6-10, 2026, this comprehensive camp will provide youth ages 6-13 with professional basketball instruction, mentorship, and life skills development in a safe and supportive environment.

We are seeking $50,000 in community sponsorships to make this dream a reality for children who might not otherwise have access to quality athletic programming.

Program Overview

Dates: July 6-10, 2026
Location: Cocoa High School, Cocoa, Florida
Time: 8:00 AM - 5:00 PM daily
Participants: 100 children (boys and girls, ages 6-13)
Service Area: All of Brevard County
Focus: Underserved communities

Mission Statement

The 100 Dreams Basketball Camp exists to provide children from underserved communities with access to high-quality basketball instruction, positive mentorship, and character development opportunities that might otherwise be unavailable to them. Through the universal language of basketball, we aim to inspire confidence, teamwork, discipline, and the belief that every child can achieve their dreams.

Program Components

Basketball Instruction

- Age-appropriate skill development sessions
- Fundamental techniques: dribbling, shooting, passing, defense
- Team play and game strategy
- Guest appearances by local high school and college players

Character Development

- Daily life skills workshops
- Leadership and teamwork activities
- Goal-setting and dream-building exercises
- Conflict resolution and communication skills

Health and Wellness

- Nutritious daily lunches provided
- Hydration and sports safety education
- Physical fitness and conditioning
- Mental health and stress management basics

Community Building

- Peer mentorship opportunities
- Team-building activities
- Cultural awareness and inclusion programming
- Parent and family engagement events

Funding Requirements: $50,000

Detailed Budget Breakdown

Category	Amount	Details
Counselors & Staff	$20,000	Professional coaches, counselors, and support staff
Daily Lunches	$12,500	Nutritious meals for 100 children × 5 days
Gym Rental	$5,000	Facility usage, utilities, and maintenance
Insurance	$4,000	Comprehensive liability and participant coverage
T-Shirts & Uniforms	$3,500	Custom camp shirts and basic equipment
Basketballs & Equipment	$2,500	Quality basketballs, cones, first aid supplies

Category	Amount	Details
Social Media & Marketing	$1,500	Documentation, promotion, and community outreach
Administrative Costs	$1,000	Registration, permits, and operational expenses

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Target Population & Impact

Who We Serve

- Children from low-income families in Brevard County
- Youth in single-parent households
- Children from families facing economic hardship
- Kids who lack access to organized sports programs
- Students who would benefit from positive mentorship

Expected Outcomes

- **100 children** will receive professional basketball instruction
- **500 meals** will be provided to ensure proper nutrition
- **100 families** will be connected with community resources
- **Long-term mentorship** relationships will be established
- **Increased confidence** and life skills development
- **Enhanced community connections** and support networks

Why Cocoa High School?

Cocoa High School provides the ideal venue for our camp with its excellent facilities, central location, and strong community ties. The school's gymnasium, outdoor courts, and meeting spaces offer everything needed for a comprehensive program. Additionally, the location is easily accessible to families throughout Brevard County via public transportation.

Sponsorship Opportunities

Presenting Sponsor - $15,000

- Logo prominently displayed on all camp materials
- Naming rights recognition
- Social media spotlight throughout the program
- Opportunity to address participants and families
- Professional photos and video content for marketing use

Champion Sponsor - $10,000

- Logo on camp t-shirts and promotional materials
- Social media recognition and thank you posts
- Invitation to closing ceremony
- Access to camp documentation for corporate social responsibility reporting

Dream Builder Sponsor - $5,000

- Logo on camp signage and registration materials
- Thank you recognition on social media
- Certificate of appreciation
- Updates on program impact and participant success stories

Community Partner - $2,500

- Name recognition in program materials
- Social media thank you post
- Invitation to visit camp activities
- Program summary and impact report

Friend of 100 Dreams - $1,000

- Name listed in program acknowledgments
- Thank you letter with program updates
- Social media mention

Community Benefits

For Participants

- Free access to quality basketball instruction
- Daily nutritious meals during program hours
- Positive role models and mentorship
- Development of life skills and confidence
- Safe, supervised environment during summer break
- Connection to ongoing community resources

For Families

- Affordable childcare solution during summer
- Peace of mind knowing children are in safe environment
- Networking opportunities with other families
- Access to information about community resources
- Opportunity to see children develop new skills and friendships

For Brevard County

- Investment in youth development and crime prevention
- Strengthened community connections
- Positive use of school facilities during summer
- Enhanced reputation as a community that cares for all children
- Economic impact through increased family engagement

Program Leadership & Safety

Qualified Staff

- Licensed coaches with youth sports experience
- Background-checked counselors and volunteers
- First aid and CPR certified staff members
- Experienced program administrators

Safety Protocols

- Comprehensive insurance coverage for all activities
- Emergency action plans and procedures
- Proper adult-to-child supervision ratios
- Health screening and medical information collection
- Secure facility access and sign-in/sign-out procedures

Quality Assurance

- Daily program evaluations and feedback collection
- Parent communication and involvement opportunities
- Continuous improvement based on participant needs
- Professional development for all staff members

Timeline & Next Steps

Pre-Camp Phase (January - June 2026)

- Secure sponsorship commitments
- Recruit and train qualified staff
- Develop partnerships with local organizations
- Launch registration and outreach efforts
- Finalize logistics and safety protocols

Camp Week (July 6-10, 2026)

- Daily programming from 8:00 AM - 5:00 PM
- Continuous documentation for sponsors and community
- Real-time communication with families
- Daily evaluation and program adjustments as needed

Post-Camp Phase (July 2026 and beyond)

- Comprehensive impact report to all sponsors

- Follow-up with participants and families
- Planning for potential future programs
- Community presentation of results and success stories

Call to Action

The 100 Dreams Basketball Camp represents more than just a summer program – it's an investment in the future of Brevard County's youth. With your sponsorship support, we can provide 100 children with an experience that will build confidence, teach valuable life skills, and create lasting positive memories.

Every child deserves the opportunity to dream big and develop the tools to achieve those dreams. Your partnership with the 100 Dreams Basketball Camp ensures that economic circumstances won't prevent any child from accessing this life-changing opportunity.

Together, we can make 100 dreams come true.

Contact Information

Program Director: Terrence Parks, President
Email: Terrence.parks@doublezeroathletics.org
Phone: 321-917-5013
Mailing Address: 3037 Atazar Way, Melbourne, FL 32940

For immediate sponsorship commitments or questions:
Please contact us directly to discuss how your organization can become a partner in transforming young lives through the power of basketball and community support.

The 100 Dreams Basketball Camp is committed to creating an inclusive environment where every child can thrive, regardless of background, ability, or circumstances. We believe that through basketball, mentorship, and community support, every child can discover their potential and pursue their dreams with confidence.

CITY COUNCIL AGENDA ITEM

Memo Date:	January 6, 2026
Agenda Date:	February 10, 2026
File ID:	2026-10
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational item only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of December 31st, 2026. 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.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational item only

FY 2026 Change Orders - CM authorized to execute

Applied to Contingency | As of: Period 3

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
WS22IR/GR24IR	**Internal Recycle Pump**															
Op. Rev.		10,283,270	Expenses Before Contingency													
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103												
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004												
	424-4055-536.63-00	11,581,208	Total approved	2024-005												
	424-4120-536.63-00															
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	-	$ 9,550,635	$ -	$ 5,486,793	$ 4,063,841
PO #:	**81414**				47027-1	**10,133,063**										
		-														
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**															
Op. Rev.		262,847	Exp authorized before contingency													
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025												
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044												
	424-4055-536.63-08						Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Tiera Inc.**			FY2022-23	44454	218,163	294,442	262,847	-	-	31,595	-	$ 294,414	$ -	$ 125,305	$ 169,109
PO #:	**79493**			FY2024	44454-1	44,684										
		10,905		FY2025	44454-2	**22,000**										
				FY2025	44454-3	**9,595**										
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**															
Op. Rev.		5,471,015	Exp authorized before contingency													
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043												
Account #:	303-3570-538.63-00/73	7,876,117	Total approved	2024-090												
	423-3570-538.63-00/73						Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
	424-4055-536.63-00/73			FY2024	47365	5,471,015	7,871,784	-	-	7,424,780	447,004	-	$ 7,778,229	$ -	$ 3,712,163	$ 4,066,065
Vendor:	**Cathcart Construction Co.**				47365-1	**1,953,765**										
PO #:	**81782**				47365-2	**367,090**										
		4,333			47365-3	**79,914**										
WS24LC	**Osage/ Angelica Improvements**															
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018												
Project Manager:	Frank Mirabito	371,739	Contingency and other costs authorized	2022-092												
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	-	$ 853,254	$ 904,949	$ 376,035	$ 477,219
PO #:	**82211**															
		371,739														
WS24WP	**Friday Road Improvements**															
Op. Rev.		4,413,648	Total approved	2022-018												
Project Manager:	Frank Mirabito	401,241	Contingency and other costs authorized	2022-092												
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	-	$ 1,618,643	$ -	$ 306,498	$ 1,312,145
PO #:	**82212**															
		401,241														
CA2502	**Bracco Pond Stormwater Improvements**															
Op. Rev.		116,020	Exp authorized before contingency													
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized													
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa**			FY2025	49339	116,020	116,020	-	-	-	116,020	-	$ 116,020	$ -	$ 116,020	$ -
PO #:	**83333**				0											
		11,400														

***This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.**

****This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR persuant of resolution 24-055 which did not change any total costs for the project/PO**

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
CA2502	**Cidco Road Stormwater Improvements**															
Op. Rev.		38,310	Exp authorized before contingency													
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized													
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa**			FY2025	49349	38,310	38,310	-	-	-	38,310	-	$ 38,310	$ -	$ 38,310	$ -
PO #:	**83343**															
		3,600														
WS25CU	**Wewahootee Buildings Roof Replacements**															
Op. Rev.		285,555	Exp authorized before contingency													
Project Manager:	James Mitchell	28,556	Contingency and other costs authorized													
Account #:	421-4020-536.63-00	314,111	Total approved	2025-039												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Hamilton Roofing LLC.**			FY2025	50158	**289,838**	289,838	-	-	-	289,838	-	$ -	$ -	$ -	$ -
PO #:	**83946**															
		24,272														
PW25SC	**Stradley Park Concession Stand**															
Op. Rev.		306,831	Exp authorized before contingency													
Project Manager:	Frank Mirabito	28,469	Contingency and other costs authorized													
Account #:	001-3560-519.62-00	335,300	Total approved	2025-055												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**W&J Construction**			FY2025	50367	286,831	286,831	-	-	-	-	286,831	$ -	$ -	$ -	$ -
PO #:	**84079**				0											
		28,469														
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Architects RZK, Inc.**			FY2025	50370	3,873	3,873	-	-	-	-	3,873	$ -	$ -	$ -	$ -
PO #:	**84083**				0											
		-					Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
WS18BR	**Banana River Booster Station**															
Op. Rev.		2,547,000	Exp authorized before contingency													
Project Manager:	David Veloza	254,700	Contingency and other costs authorized													
Account #:	424-4055-536.63-00	2,801,700	Total approved	2025-070												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**L7 Construction, Inc.**			FY2026	50833	2,547,000	2,547,000	-	-	-	-	2,547,000	$ -	$ -	$ -	$ -
PO #:	**84419**															
		254,700														
CA2602	**HSP #1 Exhaust Fan Replacement**															
Op. Rev.		115,500	Exp authorized before contingency													
Project Manager:	James Mitchell	10,411	Contingency and other costs authorized													
Account #:	421-4020-536.62-00	125,911	Total approved	2025-090												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51077	105,089	105,089	-	-	-	-	105,089	$ -	$ -	$ -	$ -
PO #:	**84664**															
		10,411														
BL25TS	**Brightline Train District Design**															
Op. Rev.		372,871	Exp authorized before contingency													
Project Manager:	Abigail Morgan	32,000	Contingency and other costs authorized													
Account #:	001-1905-559.31-00	404,871	Total approved	2025-092												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**TBD**			FY2026			-	-	-	-	-	-	$ -	$ -	$ -	$ -
PO #:	**TBD**															
		32,000														
PW26FC	**Fuel Canopy Replacement**															
Op. Rev.		164,217	Exp authorized before contingency													
Project Manager:	Tony Jones	16,421	Contingency and other costs authorized													
Account #:	001-3540-519.63-07	180,638	Total approved	2025-094												
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51076	164,215	164,215	-	-	-	-	164,215	$ -	$ -	$ -	$ -
PO #:	**84663**															
		16,421														

CITY COUNCIL AGENDA ITEM

Memo Date:	January 6, 2026
Agenda Date:	February 10, 2026
File ID:	2026-11
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational item only

BACKGROUND:

The following reports for the period ending December 31st, 2025 (FY26) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This December 2025 (FY26) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report
Detail by account the 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 the 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 the 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

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
None

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Informational item only

FY 2026 Budget by Classification Report - Summary Listing

12/31/2025

Target for December 2025 is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 17,178,672	$ -	$ 11,404,309	$ 5,774,363	66%
OTHER PERMITS AND FEES	$ 6,487,002	$ -	$ 3,313,288	$ 3,173,714	51%
INTERGOVERNMENTAL	$ 3,152,667	$ -	$ 396,368	$ 2,756,299	13%
CHARGES FOR SERVICES	$ 8,158,428	$ -	$ 2,061,826	$ 6,096,602	25%
FINES AND FORFEITURES	$ 30,000	$ -	$ 6,029	$ 23,971	20%
MISCELLANEOUS	$ 620,214	$ -	$ 792,937	$ (172,723)	128%
****OTHER SOURCES (NON-REVENUE)**	$ 23,220,619	$ -	$ 5,025,775	$ 18,194,844	22%
REVENUE TOTALS	**$ 58,847,602**	**$ -**	**$ 23,000,533**	**$ 35,847,069**	**39%**
EXPENSE					
SALARIES AND BENEFITS	$ 32,076,615	$ 2,381	$ 6,579,527	$ 25,494,707	21%
OPERATING EXPENDITURES	$ 18,382,211	$ 5,315,564	$ 3,603,736	$ 9,462,911	20%
CAPITAL OUTLAY	$ 4,932,668	$ 1,856,992	$ 1,598,082	$ 1,477,595	32%
GRANTS, AIDS AND OTHER	$ 1,994,239	$ 9,328	$ 48,686	$ 1,936,226	2%
NON-OPERATING USES	$ 1,461,869	$ -	$ 2,174,474	$ (712,605)	149%
EXPENSE TOTALS	**$ 58,847,602**	**$ 7,184,264**	**$ 14,004,504**	**$ 37,658,834**	**36%**
REVENUE TOTALS	**$ 58,847,602**	**$ -**	**$ 23,000,533**	**$ 35,847,069**	**39%**
EXPENSE TOTALS	**$ 58,847,602**	**$ 7,184,264**	**$ 14,004,504**	**$ 37,658,834**	**36%**
	$ -	**$ (7,184,264)**	**$ 8,996,029**	**$ (1,811,765)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	1,075,389	10,293,715.87	957	3,226,167	10,460,875.95	324	12,904,672	2,443,796.05
20 00	DELINQUENT TAXES	1,250	3,954.08	316	3,750	2,676.46	71	15,000	12,323.54
25 00	PENALTIES RE: TAXES	1,666	3,766.79	226	4,998	3,925.75	79	20,000	16,074.25
30 00	TAX CERTIFICATES	16,666	.00		49,998	.00		200,000	200,000.00
311 **	AD VALOREM	1,094,971	10,301,436.74	941	3,284,913	10,467,478.16	319	13,139,672	2,672,193.84
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	35,333	28,839.31	82	105,999	87,510.60	83	424,000	336,489.40
312 **	SALES USE AND FUEL TAXES	35,333	28,839.31	82	105,999	87,510.60	83	424,000	336,489.40
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	183,333	202,376.42	110	549,999	447,822.55	81	2,200,000	1,752,177.45
30 00	WATER-COCOA	40,000	38,769.41	97	120,000	122,442.86	102	480,000	357,557.14
40 00	GAS	4,583	5,211.14	114	13,749	10,248.11	75	55,000	44,751.89
80 00	PROPANE	2,500	2,671.15	107	7,500	4,744.36	63	30,000	25,255.64
314 **	UTILITY SERVICE TAX	230,416	249,028.12	108	691,248	585,257.88	85	2,765,000	2,179,742.12
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	58,333	53,518.12	92	174,999	174,126.25	100	700,000	525,873.75
315 **	COMMUNICATION SERVICE TAX	58,333	53,518.12	92	174,999	174,126.25	100	700,000	525,873.75
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,500	3,861.39	31	37,500	89,936.07	240	150,000	60,063.93
316 **	LOCAL BUSINESS TAX	12,500	3,861.39	31	37,500	89,936.07	240	150,000	60,063.93
310 ***	TAXES	1,431,553	10,636,683.68		4,294,659	11,404,308.96		17,178,672	5,774,363.04
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	154,500	378,555.40	245	463,500	378,555.40	82	1,854,000	1,475,444.60
40 00	GAS	8,333	9,895.51	119	24,999	18,523.16	74	100,000	81,476.84
70 00	SOLID WASTE	32,325	32,542.45	101	96,975	95,555.52	99	387,906	292,350.48
323 **	FRANCHISE FEES	195,158	420,993.36	216	585,474	492,634.08	84	2,341,906	1,849,271.92
324	IMPACT FEES								
32 00	TRANSP IMPACT FEE-COMMRCL	0	.00		0	.00		0	.00
324 **	IMPACT 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
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	315,174	2,733,259.83	867	945,522	2,788,123.71	295	3,782,096	993,972.29
22 02	F ASSMNT DELINQ TAXES	250	49.92	20	750	1,575.52-	210	3,000	4,575.52
22 03	F ASSMNT PENALTIES	416	23.96	6	1,248	105.41	8	5,000	4,894.59
22 04	F ASSMNT TAX CERTS	11,666	.00		34,998	.00		140,000	140,000.00
22 *	FIRE PROTECTION	327,506	2,733,333.71	835	982,518	2,786,653.60	284	3,930,096	1,143,442.40
325 **	SPECIAL ASSESSMENT	327,506	2,733,333.71	835	982,518	2,786,653.60	284	3,930,096	1,143,442.40
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,000	670.00	34	6,000	2,255.00	38	24,000	21,745.00
10 02	FIRE INSPEC FEE-PDCS CHGS	3,416	3,515.00	103	10,248	7,547.00	74	41,000	33,453.00
10 *	INSPECTION FEES	5,416	4,185.00	77	16,248	9,802.00	60	65,000	55,198.00
25 00	PLANNING AND ZONING	4,166	8,332.33	200	12,498	17,343.43	139	50,000	32,656.57
25 01	PLANNING CONS FEES	8,333	192.00	2	24,999	6,855.00	27	100,000	93,145.00
25 *	PLANNING AND ZONING	12,499	8,524.33	68	37,497	24,198.43	65	150,000	125,801.57
329 **	OTHER PERMITS & FEES	17,915	12,709.33	71	53,745	34,000.43	63	215,000	180,999.57
320 ***	OTHER PERMITS & FEES	540,579	3,167,036.40		1,621,737	3,313,288.11		6,487,002	3,173,713.89
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	.00		0	.00
20 23	BULLET PROOF VEST 2021	0	.00		0	.00		0	.00
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20 26	BULLET PROOF VEST 2022	0	.00		0	.00		0	.00
20 27	VOCA-2023-COCOA PD-00042	0	.00		0	.00		0	.00
20 28	JAG 2023-23-GG-03233	0	.00		0	.00		0	.00
20 29	BULLET PROOF VEST 2023	0	.00		0	.00		0	.00
20 30	VOCA-2024-COCOA PD-00273	0	2,693.61-		0	9,202.00		0	9,202.00-
20 31	BULLET PROOF VEST 2024	0	5,965.00		0	.00		0	.00
20 32	JAG 2024-24-GG-04542	0	.00		0	1,641.81-		0	1,641.81
20 33	VOCA-2025-COCOA PD-00181	9,366	.00		28,098	.00		112,393	112,393.00
20 *	PUBLIC SAFETY	9,366	3,271.39	35	28,098	7,560.19	27	112,393	104,832.81
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM MUSE-GR2111	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	9,366	3,271.39	35	28,098	7,560.19	27	112,393	104,832.81

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
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334	STATE GRANT								
10 15	FL CYBERSECURITY	0	.00		0	.00		0	.00
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
50 55	RESILIENT FL-FDEP 24PLN48	0	.00		0	86,245.50-		0	86,245.50
50 *	ECONOMIC ENVIRONMENT	0	.00		0	86,245.50-		0	86,245.50
70 11	HTMOORE RESTOR-GR23HM	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	86,245.50-		0	86,245.50
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	66,416	67,211.09	101	199,248	201,633.27	101	797,000	595,366.73
12 20	8TH CNT MUNICIPAL GAS TAX	13,333	14,256.90	107	39,999	42,770.70	107	160,000	117,229.30
12 *	STATE REVENUE SHARING	79,749	81,467.99	102	239,247	244,403.97	102	957,000	712,596.03
14 00	MOBILE HOME LICENSES	2,500	5,634.06	225	7,500	11,935.87	159	30,000	18,064.13
15 00	ALCOHOLIC BEVERAGE	2,083	.00		6,249	.00		25,000	25,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	119,927	107,952.19	90	359,781	218,713.87	61	1,439,125	1,220,411.13
21 00	FIREFIGHTER SUPPLEMENTAL	1,583	.00		4,749	.00		19,000	19,000.00
29 21	POL PEN STATE CONTR	23,088	.00		69,264	.00		277,059	277,059.00
29 22	FIRE PEN STATE CONTR	19,840	.00		59,520	.00		238,090	238,090.00
29 *	OTHER PUBLIC SAFETY	42,928	.00		128,784	.00		515,149	515,149.00
41 00	FUEL TAX REFUNDS	2,083	.01-		6,249	.02-		25,000	25,000.02
335 **	STATE SHARED REVENUES	250,853	195,054.23	78	752,559	475,053.69	63	3,010,274	2,535,220.31
337	GRANTS FROM LOCAL UNITS								
30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
70 01	PROVOST PARK NFC EQUIP	2,500	.00		7,500	.00		30,000	30,000.00
337 **	GRANTS FROM LOCAL UNITS	2,500	.00		7,500	.00		30,000	30,000.00
338	SHARED REVENUE LOCAL UNIT								
10 06	SR524 Widening	0	.00		0	.00		0	.00
10 08	BREVARD COUNTY E911 ILA	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	262,719	198,325.62		788,157	396,368.38		3,152,667	2,756,298.62

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								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,333	11,076.68	133	24,999	23,386.29	94	100,000	76,613.71
90 12	PASSPORT EXECUTION FEES	250	350.00	140	750	805.00	107	3,000	2,195.00
341 **	GENERAL GOVERNMENT	8,583	11,426.68	133	25,749	24,191.29	94	103,000	78,808.71
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	13,333	10,855.00	81	39,999	24,915.00	62	160,000	135,085.00
10 02	SCHOOL RES OFFICER	24,833	.00		74,499	.00		298,000	298,000.00
10 *	SVC CHG - LAW ENF SERVICE	38,166	10,855.00	28	114,498	24,915.00	22	458,000	433,085.00
20 00	SVC CHG - FIRE PROTECTION	2,916	3,077.50	106	8,748	9,227.50	106	35,000	25,772.50
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	466	.00		1,398	.00		5,600	5,600.00
90 *	OTHER PUBLIC SAFETY	466	.00		1,398	.00		5,600	5,600.00
342 **	PUBLIC SAFETY	41,548	13,932.50	34	124,644	34,142.50	27	498,600	464,457.50
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	55,439	118,167.92	213	166,317	175,528.44	106	665,275	489,746.56
37 11	ROCKLEDGE	31,557	31,589.78	100	94,671	94,369.20	100	378,695	284,325.80
37 12	SUN LAKE	383	399.02	104	1,149	1,185.91	103	4,606	3,420.09
37 13	CLNY PK-M.I.UTIL CO.	213	216.17	102	639	638.73	100	2,559	1,920.27
37 16	COCOA BEACH	11,514	11,633.32	101	34,542	34,728.63	101	138,173	103,444.37
37 17	CAPE CANAVERAL	10,661	11,262.21	106	31,983	33,497.80	105	127,938	94,440.20
37 18	TITUSVILLE	428	434.52	102	1,284	426.73	33	5,143	4,716.27
37 *	WATER BILLING SERVICES	110,195	173,702.94	158	330,585	340,375.44	103	1,322,389	982,013.56
39 01	SERVICE CHARGES	75,000	75,232.98	100	225,000	220,413.98	98	900,000	679,586.02
39 03	ADMIN CHARGES	41,666	40,635.00	98	124,998	129,015.00	103	500,000	370,985.00
39 04	PENALTIES	60,000	47,801.37	80	180,000	176,988.13	98	720,000	543,011.87
39 05	NSF CHECKS	3,333	5,022.62	151	9,999	18,603.03	186	40,000	21,396.97
39 13	HIGH CONSUMP CHGS	1,250	2,040.00	163	3,750	6,210.00	166	15,000	8,790.00
39 *	WATER OTHER INCOME	181,249	170,731.97	94	543,747	551,230.14	101	2,175,000	1,623,769.86
41 10	SOLID WASTE	243,791	280,378.93	115	731,373	792,279.69	108	2,925,500	2,133,220.31
41 20	RECYCLING REVENUE	34,000	36,622.19	108	102,000	109,419.31	107	408,000	298,580.69
41 30	GREEN WASTE	38,750	61,545.54	159	116,250	183,897.74	158	465,000	281,102.26
41 *	GARBAGE COLLECTION	316,541	378,546.66	120	949,623	1,085,596.74	114	3,798,500	2,712,903.26

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
45	10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	FDOT MEDIAN MAINT	5,210	.00		15,630	.00		62,530	62,530.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	10,867	.00		32,601	.00		130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON	16,077	.00		48,231	.00		192,939	192,939.00
343	**	PHYSICAL ENVIRONMENT	624,062	722,981.57	116	1,872,186	1,977,202.32	106	7,488,828	5,511,625.68
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	25	.00		75	.00		300	300.00
20	11	SERVICE FEES	650	355.00	55	1,950	3,096.75	159	7,800	4,703.25
20	*	PARKS & RECREATION	675	355.00	53	2,025	3,096.75	153	8,100	5,003.25
39	10	PORCHER HOUSE - REVENUES	833	582.50	70	2,499	2,712.50	109	10,000	7,287.50
39	11	TENANT MAINTENANCE FEES	100	287.76-	288	300	316.44	106	1,200	883.56
39	20	COCOA CIVIC CENTER	1,083	2,497.50	231	3,249	4,837.50	149	13,000	8,162.50
39	30	RIVERFRONT PARK	291	250.00	86	873	1,330.00	152	3,500	2,170.00
39	*	OTHER CULTURAL SERVICES	2,307	3,042.24	132	6,921	9,196.44	133	27,700	18,503.56
40	05	SPECIAL EVENT PERMITS	2,083	1,500.00	72	6,249	11,200.00	179	25,000	13,800.00
50	10	EVENT FEES	391	150.00	38	1,173	1,800.00	154	4,700	2,900.00
50	30	ADVERTISING/SPONSORSHIPS	83	.00		249	250.00	100	1,000	750.00
50	50	MISC FURNISHINGS	125	402.00	322	375	747.00	199	1,500	753.00
50	*	SPECIAL REC FACILITIES	599	552.00	92	1,797	2,797.00	156	7,200	4,403.00
347	**	CULTURE/RECREATION	5,664	5,449.24	96	16,992	26,290.19	155	68,000	41,709.81
340	***	CHARGES FOR SERVICES	679,857	753,789.99		2,039,571	2,061,826.30		8,158,428	6,096,601.70
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	2,500	2,431.33	97	7,500	6,028.88	80	30,000	23,971.12
351	**	JUDGMENTS AND FINES	2,500	2,431.33	97	7,500	6,028.88	80	30,000	23,971.12
350	***	FINES AND FORFEITURES	2,500	2,431.33		7,500	6,028.88		30,000	23,971.12
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	8,333	1,939.71	23	24,999	9,956.56	40	100,000	90,043.44
10	02	INVESTMENT INTEREST	16,666	92,313.78	554	49,998	259,220.63	519	200,000	59,220.63-
10	10	FLORIDA PRIME INTEREST	0	107,659.97		0	293,581.47		0	293,581.47-
10	11	INTEREST/CBOS	0	.00		0	.00		0	.00
10	*	INTEREST	24,999	201,913.46	808	74,997	562,758.66	750	300,000	262,758.66-

CITY OF COCOA, FLORIDA

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30 00	NET INC/DEC FMV INVESTMNT	0	41,313.02		0	41,313.02		0	41,313.02-
35 01	AMERICAN TOWER	46	.00		138	555.59	403	556	.41
35 02	ATT CELL TWR 14386094	1,281	.00		3,843	15,373.12	400	15,374	.88
35 03	ATT CELL TOWER 382218	30	32.82	109	90	100.50	112	366	265.50
35 04	LAMAR BILLBOARD	27	27.73	103	81	83.86	104	324	240.14
35 05	SPRINT CELL TOWER	480	.00		1,440	.00		5,766	5,766.00
35 06	LEASE - TMOBILE A2C0020A	8	.00		24	32.61	136	103	70.39
35 07	LEASE - TMOBILE A2C0555A	156	157.74	101	468	474.69	101	1,873	1,398.31
35 *	MISCELLANEOUS INTEREST	2,028	218.29	11	6,084	16,620.37	273	24,362	7,741.63
40 00	GAIN/(LOSS) SALE INVEST	0	375.63-		0	375.63-		0	375.63
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	375.63-		0	375.63-		0	375.63
361 **	INTEREST & OTHER EARNINGS	27,027	243,069.14	899	81,081	620,316.42	765	324,362	295,954.42-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	0	.00		0	33,454.93		0	33,454.93-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	2,897.72	497	1,749	4,348.08	249	7,000	2,651.92
39 20	CIVIC CENTER-TENANTS	658	1,320.00	201	1,974	1,980.00	100	7,900	5,920.00
39 *	RENTALS AND LEASES	1,241	4,217.72	340	3,723	6,328.08	170	14,900	8,571.92
362 **	RENT AND ROYALTIES	1,241	4,217.72	340	3,723	39,783.01	1069	14,900	24,883.01-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	169.88		0	152.18		0	152.18-
365 **	SALE SURPLUS MTRLS &SCRAP	0	169.88		0	152.18		0	152.18-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	600.00		0	2,600.00		0	2,600.00-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

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10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	600.00		0	2,600.00		0	2,600.00-
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	5,000	633.60	13	15,000	50,665.89	338	60,000	9,334.11
90	02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV	12,594	9,255.05	74	37,782	27,947.14	74	151,132	123,184.86
90	04	MISC. POLICE REVENUES	1,527	741.00	49	4,581	1,094.43	24	18,325	17,230.57
90	05	INVESTIGATIVE COSTS REIM	4,082	3,190.77	78	12,246	7,328.78	60	48,995	41,666.22
90	09	PROPERTY REGISTRATION	166	400.00	241	498	2,200.00	442	2,000	200.00-
90	12	LEISURE SVCS -CANCEL FEES	41	88.50	216	123	253.50	206	500	246.50
90	*	OTHER MISC REVENUES	23,410	14,308.92	61	70,230	89,489.74	127	280,952	191,462.26
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	40,595.75		0	40,595.75-
369	**	OTHER MISC REVENUES	23,410	14,308.92	61	70,230	130,085.49	185	280,952	150,866.51
360	***	MISCELLANEOUS REVENUES	51,678	262,365.66		155,034	792,937.10		620,214	172,723.10-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91	07	TRF FROM BUILDING (107)	337	3,366.00	999	337	3,366.00	999	3,366	.00
91	10	TRF FROM COCOA CRA (110)	21,300	100,500.00	472	46,300	125,500.00	271	238,000	112,500.00
91	11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91	14	TRF FROM ARPA (130)	0	.00		0	.00		0	.00
91	20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91	21	TRF FROM W/S FUND (421)	7,742	77,416.00	1000	7,742	77,416.00	1000	77,416	.00
91	23	TRF FROM STORMWATER (423)	729	7,293.00	1000	729	7,293.00	1000	7,293	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91	31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91	34	TRF DAY SLIPS/REVET (304)	0	.00		0	.00		0	.00
91	41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	30,108	188,575.00	626	55,108	213,575.00	388	326,075	112,500.00

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
94 21	TRANS FR 421 OH ALLOC	709,883	709,883.08	100	2,129,650	2,129,649.24	100	8,518,597	6,388,947.76
94 23	TRANS FR 423 OH ALLOC	24,451	24,451.17	100	73,355	73,353.51	100	293,414	220,060.49
94 *	INTERFUND TRANSFER	734,334	734,334.25	100	2,203,005	2,203,002.75	100	8,812,011	6,609,008.25
381 **	INTERFUND TRANSFER	764,442	922,909.25	121	2,258,113	2,416,577.75	107	9,138,086	6,721,508.25
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	721,497	721,496.50	100	2,164,490	2,164,489.50	100	8,657,958	6,493,468.50
40 01	6% PILOFF	148,236	148,236.08	100	444,709	444,708.24	100	1,778,833	1,334,124.76
40 *	CONTRIBUTIONS (ROI)	869,733	869,732.58	100	2,609,199	2,609,197.74	100	10,436,791	7,827,593.26
382 **	CONTRIBUTIONS ENTERPRISE	869,733	869,732.58	100	2,609,199	2,609,197.74	100	10,436,791	7,827,593.26
383	INSTLMT PURCH/CAP LEASE								
10 33	POSTAGE MACHINE	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
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	333,040	.00		648,382	.00		3,645,742	3,645,742.00
99 *	BALANCE FORWARD	333,040	.00		648,382	.00		3,645,742	3,645,742.00
389 **	NON OPERATING SOURCES	333,040	.00		648,382	.00		3,645,742	3,645,742.00
380 ***	OTHER SOURCES(NON-REV)	1,967,215	1,792,641.83		5,515,694	5,025,775.49		23,220,619	18,194,843.51
FUND TOTAL	GENERAL FUND	4,936,101	16,813,274.51		14,422,352	23,000,533.22		58,847,602	35,847,068.78
GRAND TOTAL		4,936,101	16,813,274.51		14,422,352	23,000,533.22		58,847,602	35,847,068.78

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	94256	69387.92	74	287534	201952.56	70	.00	1135898	933945.44	18
11 **	EXECUTIVE SALARIES	94256	69387.92	74	287534	201952.56	70	.00	1135898	933945.44	18
12-00	REGULAR SALARIES & WAGES	1296059	1083047.05	84	3883765	3094370.55	80	.00	15548414	12454043.45	20
12-06	SALARIES/CONTRACTUAL	16249	16283.00	100	48747	38673.00	79	.00	195000	156327.00	20
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	4166	22458.70	539	12498	104857.12	839	.00	50000	54857.12-	210
12 **	REGULAR SALARIES & WAGES	1316474	1121788.75	85	3945010	3237900.67	82	.00	15793414	12555513.33	21
13-00	OTHER SALARIES & WAGES	106983	92375.74	86	320949	259284.62	81	.00	1283854	1024569.38	20
13 **	OTHER SALARIES & WAGES	106983	92375.74	86	320949	259284.62	81	.00	1283854	1024569.38	20
14-00	OVERTIME	63474	102444.47	161	172822	334013.76	193	.00	744166	410152.24	45
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	63474	102444.47	161	172822	334013.76	193	.00	744166	410152.24	45
15-00	SPECIAL PAY	32847	43539.54	133	98541	115922.88	118	.00	394193	278270.12	29
15 **	SPECIAL PAY	32847	43539.54	133	98541	115922.88	118	.00	394193	278270.12	29
20-00	CLOTHING/SHOE ALLOWANCE	2662	.00	0	7986	8913.97	112	.00	31985	23071.03	28
20 **	CLOTHING/SHOE ALLOWANCE	2662	.00	0	7986	8913.97	112	.00	31985	23071.03	28
21-00	FICA TAXES	115476	106847.78	93	346090	313102.72	91	.00	1385510	1072407.28	23
21 **	FICA TAXES	115476	106847.78	93	346090	313102.72	91	.00	1385510	1072407.28	23
22-00	RETIREMENT CONTRIBUTIONS	128141	110391.37	86	384423	351960.31	92	.00	1537822	1185861.69	23
22-01	FIRE PENSION	262586	225645.33	86	787758	670199.97	85	.00	3151039	2480839.03	21
22-02	STATE CONTRIBUTIONS	42928	.00	0	128784	.00	0	.00	515149	515149.00	0
22-03	NON-FRS RETIREMENT PLAN	3263	1993.73	61	9789	7675.36	78	.00	39170	31494.64	20
22 **	RETIREMENT CONTRIBUTIONS	436918	338030.43	77	1310754	1029835.64	79	.00	5243180	4213344.36	20

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	INSURANCES	3130	3575.86	114	9390	8533.03	91	.00	37707	29173.97	23
23-02	MEDICARE PART B	46677	87331.40	187	140031	144055.20	103	2381.10	560133	413696.70	26
23-04	MEDICAL	318185	284913.84	90	954555	675093.12	71	.00	3818348	3143254.88	18
23-05	HEALTH GF RETIREES 50%	7289	5631.89	77	21867	16895.67	77	.00	87477	70581.33	19
23-06	HEALTH GF RETIREES 100%	21306	17407.66	82	63918	51346.72	80	.00	255683	204336.28	20
23-07	DENTAL INSURANCE	15555	12946.80	83	46665	32639.56	70	.00	186816	154176.44	18
23-08	VISION INSURANCE	2615	2243.78	86	7845	5654.70	72	.00	31510	25855.30	18
23-09	LONG TERM DISABILITY	3553	3735.24	105	10659	8989.14	84	.00	42771	33781.86	21
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	418310	417786.47	100	1254930	943207.14	75	2381.10	5020445	4074856.76	19
24-00	WORKER'S COMPENSATION	64464	32280.57	50	193376	91821.65	48	.00	773691	681869.35	12
24 **	WORKER'S COMPENSATION	64464	32280.57	50	193376	91821.65	48	.00	773691	681869.35	12
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	21689	18165.16	84	65067	43571.34	67	.00	260279	216707.66	17
27 **	BENEFIT OFFSET	21689	18165.16	84	65067	43571.34	67	.00	260279	216707.66	17
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	87134	22823.60	26	174837	72501.22	42	306669.39	956439	577268.39	40
31-01	LEGAL EXPENSES	43495	31418.89	72	130485	66525.70	51	448929.30	521955	6500.00	99
31-02	MEDICAL SERVICES	4976	691.00	14	14928	2132.15	14	53094.85	59720	4493.00	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	2016	.00	0	6048	24163.56	400	.00	24200	36.44	100
31-11	USDA MANAGE FOREST GRANT	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
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0
31-16	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
31-17	RESILIENT FL-FDEP 24PLN48	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	38750	28359.68	73	116250	66718.72	57	414081.28	465000	15800.00-	103
31 **	PROFESSIONAL SERVICES	176371	83293.17	47	442548	232041.35	52	1222774.82	2027314	572497.83	72
32-00	ACCOUNTING & AUDITING	6500	5000.00	77	19500	5000.00	26	71000.00	78000	2000.00	97
32 **	ACCOUNTING & AUDITING	6500	5000.00	77	19500	5000.00	26	71000.00	78000	2000.00	97
34-00	CONTRACT SERVICES	164343	135334.54	82	468992	329546.06	70	737669.65	1948131	880915.29	55
34-03	SOLID WASTE CONTRACT	294137	601649.98	205	882411	601649.98	68	.00	3529649	2927999.02	17
34-07	JANITORIAL CONTRACT SVS	333	.00	0	999	.00	0	.00	4000	4000.00	0
34-09	MOWING CONTRACTS	43833	29022.65	66	131499	94417.95	72	366461.25	526000	65120.80	88
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	502646	766007.17	152	1483901	1025613.99	69	1104130.90	6007780	3878035.11	35
39-00	CONTINGENCY	14540	.00	0	53625	.00	0	.00	184500	184500.00	0
39-01	CONTINGENCY - FY21	0	.00	0	0	.00	0	.00	0	.00	0
39-02	CONTINGENCY - FY22	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	14540	.00	0	53625	.00	0	.00	184500	184500.00	0
40-00	TRAVEL & PER DIEM	7972	520.90	7	23916	3317.32	14	1890.00	93279	88071.68	6
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7972	520.90	7	23916	3317.32	14	1890.00	93279	88071.68	6
41-00	COMMUNICATION	26421	29824.96	113	79163	71583.38	90	167589.39	317031	77858.23	75

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
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	26421	29824.96	113	79163	71583.38	90	167589.39	317031	77858.23	75
42-00	POSTAGE & FREIGHT	49052	50002.91	102	147156	100940.47	69	442368.04	588732	45423.49	92
42 **	POSTAGE & FREIGHT	49052	50002.91	102	147156	100940.47	69	442368.04	588732	45423.49	92
43-00	ELECTRIC/WATER/SEWER	82923	64878.15	78	248769	137620.12	55	762915.28	995104	94568.60	91
43 **	ELECTRIC/WATER/SEWER	82923	64878.15	78	248769	137620.12	55	762915.28	995104	94568.60	91
44-00	RENTALS AND LEASES	3610	3055.91	85	10830	8357.73	77	24823.27	43356	10175.00	77
44 **	RENTALS AND LEASES	3610	3055.91	85	10830	8357.73	77	24823.27	43356	10175.00	77
45-00	INSURANCE	83194	197629.09	238	249582	414945.13	166	.00	998330	583384.87	42
45 **	INSURANCE	83194	197629.09	238	249582	414945.13	166	.00	998330	583384.87	42
46-00	REPAIRS & MAINTENANCE	103553	91089.76	88	320956	184594.48	58	284462.37	1252999	783942.15	37
46-02	REPAIR/MAINT BUILDING	45636	17435.01	38	131416	89638.71	68	52694.18	542140	399807.11	26
46-03	REPAIR/MAINT-VEHICLES	41448	27751.19	67	124147	45710.91	37	25000.00	496122	425411.09	14
46-04	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
46-05	HYDRANT FEES	23416	23205.90	99	70248	69617.70	99	.00	281000	211382.30	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	214053	159481.86	75	646767	389561.80	60	362156.55	2572261	1820542.65	29
47-00	PRINTING & BINDING	14976	7300.60	49	44928	22572.19	50	123371.91	179718	33773.90	81
47 **	PRINTING & BINDING	14976	7300.60	49	44928	22572.19	50	123371.91	179718	33773.90	81
48-00	PROMOTIONAL ACTIVITIES	6659	4334.18	65	19977	10937.30	55	2105.01	79975	66932.69	16
48-01	JAG 24-GG-04542	0	.00	0	0	.00	0	.00	0	.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	123	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	6700	4334.18	65	20100	10937.30	54	2105.01	80475	67432.69	16
49-00	OTHER CHARGES & OBLIG.	23800	6072.24	26	69822	40572.84	58	188318.87	284132	55240.29	81
49-02	ADVERTISING	124	.00	0	372	.00	0	.00	1500	1500.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-06	BROWNFIELD PROG CITY COST	321	.00	0	1153	.00	0	.00	4050	4050.00	0
49-07	BAD DEBT EXPENSE	0	2242.82-	0	0	7502.97-	0	.00	0	7502.97	0
49-08	CASH OVER/SHORT	0	6.00	0	0	6.00	0	.00	0	6.00-	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	6249	6440.00	103	.00	25000	18560.00	26
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	26328	3835.42	15	77596	39515.87	51	188318.87	314682	86847.26	72
51-00	OFFICE SUPPLIES	4385	518.70	12	13208	3281.53	25	759.80	51855	47813.67	8
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4385	518.70	12	13208	3281.53	25	759.80	51855	47813.67	8
52-00	OPERATING SUPPLIES	126798	337634.32	266	384894	435382.40	113	319639.94	1526080	771057.66	50
52-02	UNIFORMS-PURCHASED	8751	5169.21	59	26310	6700.65	26	23093.62	105079	75284.73	28
52-05	EMS 1st RESP-CONSUM SUPP	6500	7988.20	123	19500	13061.19	67	46232.76	78009	18715.05	76
52-07	JANITORIAL SUPPLIES	4613	2849.98	62	13839	9214.36	67	.00	55388	46173.64	17
52-10	HEATING FUEL	524	273.17	52	1472	915.93	62	4541.07	6188	731.00	88
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	26928	34339.15	128	80784	34339.15	43	.00	322111	287771.85	11
52-33	EMPLOYEE HEALTH CENTER	17083	15318.48-	90-	51249	16850.87	33	172349.13	205000	15800.00	92
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	0	.00	0	0	.00	0	.00	0	.00	0
52-39	VOCA-2023-COCOA PD-00042	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
52-40	BULLET PROOF VEST 2024	0	.00	0	0	.00	0	11432.92	0	11432.92-	0
52 **	OPERATING SUPPLIES	191197	372935.55	195	578048	516464.55	89	577289.44	2297855	1204101.01	48
53-00	ROAD MATERIALS/SUPPLIES	5722	9019.10	158	17166	13382.74	78	17197.50	68675	38094.76	45
53 **	ROAD MATERIALS/SUPPLIES	5722	9019.10	158	17166	13382.74	78	17197.50	68675	38094.76	45
54-00	MEMBERSHIP/PUBLICATIONS	8697	4164.80	48	20265	39277.35	194	1143.68	96285	55863.97	42
54 **	MEMBERSHIP/PUBLICATIONS	8697	4164.80	48	20265	39277.35	194	1143.68	96285	55863.97	42
55-00	TRAINING	19435	6495.96	33	55933	34492.81	62	26609.35	230183	169080.84	27
55-01	EDA PROGRAM	833	1867.54	224	2499	2023.54	81	.00	10000	7976.46	20
55-02	P/F HS RECRUITMENT	0	.00	0	0	.00	0	.00	0	.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	20268	8363.50	41	58432	36516.35	63	26609.35	240183	177057.30	26
56-15	IT-RELATED OPERATING EXP	97302	72609.45	75	274169	532806.98	194	219119.82	1146796	394869.20	66
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	97302	72609.45	75	274169	532806.98	194	219119.82	1146796	394869.20	66
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	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	32344	.00	0	70604	.00	0	290704.00	361704	71000.00	80

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	32344	.00	0	70604	.00	0	290704.00	361704	71000.00	80
63-00	INFRASTRUCTURE	59659	.00	0	177650	11765.45	7	.00	714595	702829.55	2
63-07	IMPROVE OTHER THAN BLDG	33498	.00	0	48932	19408.08	40	211931.58	350412	119072.34	66
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	93157	.00	0	226582	31173.53	14	211931.58	1065007	821901.89	23
64-00	MACHINERY AND EQUIPMENT	248083	1500000.00	605	599905	1566908.00	261	734513.31	2832694	531272.69	81
64-07	NFC GRANT PROVOST PK	26025	.00	0	80782	.00	0	285000.00	315000	30000.00	91
64-15	IT HARDWARE	32342	.00	0	67184	.00	0	334843.00	358263	23420.00	94
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	306450	1500000.00	490	747871	1566908.00	210	1354356.31	3505957	584692.69	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	5935	5.12-	0	17805	8610.88	48	4306.29	71220	58302.83	18
71-33	LEASED POSTAGE METER	382	.00	0	1146	.00	0	4594.01	4595	.99	100
71-60	SBITA - ESRI SGEA	2284	.00	0	6852	.00	0	.00	27416	27416.00	0
71-61	SBITA - VERTEKS	2202	.00	0	6606	.00	0	.00	26430	26430.00	0
71-62	SBITA - VERTEKS 5-9	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
71-63	SBITA - CLEARGOV	88-	.00	0	793	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	314	.00	0	942	.00	0	.00	3771	3771.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71-70	SBITA - DEBTBOOK	215	.00	0	645	.00	0	.00	2590	2590.00	0
71-72	SBITA - BRIGHTLY ASSET	2068	.00	0	6204	24820.21	400	.00	24821	.79	100
71 **	DEBT SERVICE - PRINCIPAL	13312	5.12-	0	40993	33431.09	82	8900.30	160843	118511.61	26
72-30	LEASE - COPIERS	0	5.12	0	0	5.12	0	1.71	5	1.83-	137
72-33	LEASED POSTAGE METER	35	.00	0	105	.00	0	425.83	426	.17	100
72-60	SBITA - ESRI SGEA	82	.00	0	246	.00	0	.00	985	985.00	0
72-61	SBITA - VERTEKS	37	.00	0	111	.00	0	.00	451	451.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	13-	.00	0	109	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	2	.00	0	6	.00	0	.00	30	30.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-72	SBITA - BRIGHTLY ASSET	74	.00	0	222	891.29	402	.00	892	.71	100
72 **	DEBT SERVICE - INTEREST	217	5.12	2	799	896.41	112	427.54	2789	1465.05	48

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
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	1810607	.00	0	1810607	.00	0	.00	1810607	1810607.00	0
81 **	AIDS TO GOVT AGENCY	1810607	.00	0	1810607	.00	0	.00	1810607	1810607.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1666	.00	0	4998	14358.02	287	.00	20000	5641.98	72
83 **	OTHER GRANTS & AIDS	1666	.00	0	4998	14358.02	287	.00	20000	5641.98	72
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	1387299.00	0	0	1387299.00	0	.00	0	1387299.00-	0
91-11	TO DIAMOND SQ (111)	0	423308.00	0	0	423308.00	0	.00	0	423308.00-	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	121289	121288.90	100	363867	363866.70	100	.00	1461869	1098002.30	25
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0

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	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	121289	1931895.90	1593	363867	2174473.70	598	.00	1461869	712604.70-	149
FUND 001	TOTAL *********										
	GENERAL FUND	6596285	7617318.15	116	15781548	14004503.85	89	7184264.46	58847602	37658833.69	36
GRAND	TOTAL *********										
		6596285	7617318.15	116	15781548	14004503.85	89	7184264.46	58847602	37658833.69	36



FY 2026 Budget by Classification Report - Summary Listing

12/31/2025

Target for December 2025 is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 83,328,643	$ -	$ 20,281,007	$ 63,047,636	24%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 356,185	$ -	$ 534,449	$ (178,264)	150%
*OTHER SOURCES (NON-REVENUE)	$ 16,296,842	$ -	$ -	$ 16,296,842	0%
REVENUE TOTALS	**$ 99,981,670**	**$ -**	**$ 20,815,456**	**$ 79,166,214**	**21%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,206,001	$ -	$ 4,269,009	$ 17,936,992	19%
OPERATING EXPENDITURES	$ 28,619,583	$ 12,180,701	$ 4,959,997	$ 11,478,885	17%
CAPITAL OUTLAY	$ 1,875,050	$ 920,467	$ 466,648	$ 487,934	25%
GRANTS, AIDS AND OTHER	$ 492,870	$ 325,260	$ 165,120	$ 2,490	34%
NON-OPERATING USES	$ 46,788,166	$ -	$ 27,955,318	$ 18,832,848	60%
EXPENSE TOTALS	**$ 99,981,670**	**$ 13,426,428**	**$ 37,816,093**	**$ 48,739,149**	51%
REVENUE TOTALS	**$ 99,981,670**	**$ -**	**$ 20,815,456**	**$ 79,166,214**	**21%**
EXPENSE TOTALS	**$ 99,981,670**	**$ 13,426,428**	**$ 37,816,093**	**$ 48,739,149**	**51%**
**	**$ -**	**$ (13,426,428)**	**$ (17,000,637)**	**$ 30,427,065**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	25,326.47		0	25,326.47-
334	**	STATE GRANT	0	.00		0	25,326.47		0	25,326.47-
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	25,326.47		0	25,326.47-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,817,256	5,391,332.94	93	17,451,768	16,686,373.48	96	69,807,082	53,120,708.52
	33 00	WATER CONNECTION FEE	47,267	87,270.45	185	141,801	181,042.27	128	567,211	386,168.73
	36 00	WATER HYDRANT FEES	354,133	389,121.80	110	1,062,399	1,157,989.53	109	4,249,602	3,091,612.47
	39 06	HYDRANT RESID FLOW TEST	141	300.00	213	423	2,250.00	532	1,696	554.00-
	39 07	BACKFLOW DEVICE TEST	12,808	21,087.00	165	38,424	62,539.07	163	153,700	91,160.93
	39 08	JUMPER METERS	61	200.00	328	183	300.00	164	742	442.00
	39 09	PLAN REVIEW/CONST INSPECT	1,060	7,500.00	708	3,180	12,750.00	401	12,720	30.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	205.42	467	132	816.26	618	530	286.26-
	39 *	WATER OTHER INCOME	14,114	29,292.42	208	42,342	78,655.33	186	169,388	90,732.67
	51 00	SEWER SALES	671,643	653,793.84	97	2,014,929	2,060,881.73	102	8,059,722	5,998,840.27
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	671,643	653,793.84	97	2,014,929	2,060,881.73	102	8,059,722	5,998,840.27
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	818.78	150	1,641	2,571.49	157	6,572	4,000.51
	60 00	REUSE WATER SALES	38,470	37,962.84	99	115,410	112,288.97	97	461,646	349,357.03
	60 01	REUSE WATER INSTALLATION	618	602.00	97	1,854	1,204.00	65	7,420	6,216.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	39,088	38,564.84	99	117,264	113,492.97	97	469,066	355,573.03
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,944,048	6,590,195.07	95	20,832,144	20,281,006.80	97	83,328,643	63,047,636.20
340	***	CHARGES FOR SERVICES	6,944,048	6,590,195.07		20,832,144	20,281,006.80		83,328,643	63,047,636.20

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	2,508.66		0	5,779.06		0	5,779.06-
10 02	INVESTMENT INTEREST	25,000	95,535.06	382	75,000	129,210.64	172	300,000	170,789.36
10 10	FLORIDA PRIME INTEREST	0	21,628.67		0	100,972.72		0	100,972.72-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	25,000	119,672.39	479	75,000	235,962.42	315	300,000	64,037.58
30 00	NET INC/DEC FMV INVESTMNT	0	230,127.09		0	230,127.09		0	230,127.09-
40 00	GAIN/(LOSS) SALE INVEST	0	7,566.27-		0	7,566.27-		0	7,566.27
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	7,566.27-		0	7,566.27-		0	7,566.27
361 **	INTEREST & OTHER EARNINGS	25,000	342,233.21	1369	75,000	458,523.24	611	300,000	158,523.24-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	9,512.00	3589	795	9,941.37	1251	3,180	6,761.37-
365 **	SALE SURPLUS MTRLS &SCRAP	265	9,512.00	3589	795	9,941.37	1251	3,180	6,761.37-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	2,567.94	60	12,924	9,402.45	73	51,705	42,302.55
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	2,567.94	60	12,924	9,402.45	73	51,705	42,302.55
96 00	INSURANCE REFUND/PROCEEDS	0	55,282.00		0	55,282.00		0	55,282.00-
369 **	OTHER MISC REVENUES	4,308	57,849.94	1343	12,924	64,684.45	501	51,705	12,979.45-
360 ***	MISCELLANEOUS REVENUES	29,681	409,595.15		89,043	534,449.06		356,185	178,264.06-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,371,130	.00		3,956,661	.00		16,296,842	16,296,842.00
99 *	BALANCE FORWARD	1,371,130	.00		3,956,661	.00		16,296,842	16,296,842.00
389 **	NON OPERATING SOURCES	1,371,130	.00		3,956,661	.00		16,296,842	16,296,842.00
380 ***	OTHER SOURCES(NON-REV)	1,371,130	.00		3,956,661	.00		16,296,842	16,296,842.00
FUND TOTAL	WATER/SEWER FUND	8,344,859	6,999,790.22		24,877,848	20,840,782.33		99,981,670	79,140,887.67
GRAND TOTAL		8,344,859	6,999,790.22		24,877,848	20,840,782.33		99,981,670	79,140,887.67

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	15912	14648.00	92	47736	42147.68	88	.00	190947	148799.32	22
11 **	EXECUTIVE SALARIES	15912	14648.00	92	47736	42147.68	88	.00	190947	148799.32	22
12-00	REGULAR SALARIES & WAGES	1078008	828401.94	77	3234024	2383573.08	74	.00	12936142	10552568.92	18
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	1478.72	0	0	2610.09	0	.00	0	2610.09-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1078008	829880.66	77	3234024	2386183.17	74	.00	12936142	10549958.83	18
13-00	OTHER SALARIES & WAGES	54338	51803.92	95	163014	149323.97	92	.00	652084	502760.03	23
13 **	OTHER SALARIES & WAGES	54338	51803.92	95	163014	149323.97	92	.00	652084	502760.03	23
14-00	OVERTIME	80279	86619.66	108	240837	275441.64	114	.00	963401	687959.36	29
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	80279	86619.66	108	240837	275441.64	114	.00	963401	687959.36	29
15-00	SPECIAL PAY	0	35.50	0	0	111.21	0	.00	0	111.21-	0
15 **	SPECIAL PAY	0	35.50	0	0	111.21	0	.00	0	111.21-	0
20-00	CLOTHING/SHOE ALLOWANCE	3224	270.00	8	9672	25355.00	262	.00	38725	13370.00	66
20 **	CLOTHING/SHOE ALLOWANCE	3224	270.00	8	9672	25355.00	262	.00	38725	13370.00	66
21-00	FICA TAXES	92170	72917.91	79	276510	215546.50	78	.00	1106070	890523.50	20
21 **	FICA TAXES	92170	72917.91	79	276510	215546.50	78	.00	1106070	890523.50	20
22-00	RETIREMENT CONTRIBUTIONS	168536	146978.93	87	505608	471852.05	93	.00	2022483	1550630.95	23
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	565	525.67	93	1695	1493.52	88	.00	6787	5293.48	22
22 **	RETIREMENT CONTRIBUTIONS	169101	147504.60	87	507303	473345.57	93	.00	2029270	1555924.43	23
23-00	INSURANCES	2190	2383.92	109	6570	5761.09	88	.00	26314	20552.91	22
23-02	RETIREES OTHER INSURANCES	14288	24873.60	174	42864	40527.20	95	.00	171466	130938.80	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	265750	219748.05	83	797250	531742.63	67	.00	3189036	2657293.37	17
23-05	HEALTH RETIREES 50%	1682	1023.98	61	5046	3071.94	61	.00	20187	17115.06	15
23-06	HEALTH RETIREES 100%	5607	4089.82	73	16821	12269.46	73	.00	67285	55015.54	18
23-07	DENTAL INSURANCE	11848	9166.32	77	35544	22571.95	64	.00	142220	119648.05	16
23-08	VISION INSURANCE	2001	1580.48	79	6003	3904.50	65	.00	24060	20155.50	16
23-09	LONG TERM DISABILITY	2602	2735.06	105	7806	6609.20	85	.00	31283	24673.80	21
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	305968	265601.23	87	917904	626457.97	68	.00	3671851	3045393.03	17
24-00	WORKER'S COMPENSATION	36073	16240.78	45	108219	46960.24	43	.00	432911	385950.76	11
24 **	WORKER'S COMPENSATION	36073	16240.78	45	108219	46960.24	43	.00	432911	385950.76	11
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14550	11700.00	80	43650	28135.96	65	.00	174600	146464.04	16
27 **	BENEFIT OFFSET	14550	11700.00	80	43650	28135.96	65	.00	174600	146464.04	16
31-00	PROFESSIONAL SERVICES	66944	11808.00	18	198371	23550.00	12	52327.00	800886	725009.00	10
31-01	LEGAL EXPENSES	9877	152.60	2	28087	152.60	1	26823.41	116977	90000.99	23
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	175596	214513.90	122	485910	317102.90	65	1599752.69	2066285	149429.41	93
31-27	TCR PROJECT-COCOA	22311	6539.44	29	44622	6539.44	15	238879.42	245419	.14	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	274728	233013.94	85	756990	347344.94	46	1917782.52	3229567	964439.54	70

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	186031	41312.54	22	554673	187446.86	34	696239.24	2228987	1345300.90	40
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	186031	41312.54	22	554673	187446.86	34	696239.24	2228987	1345300.90	40
39-00	CONTINGENCY	129591	.00	0	404257	.00	0	.00	1570584	1570584.00	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	129591	.00	0	404257	.00	0	.00	1570584	1570584.00	0
40-00	TRAVEL AND PER DIEM	1435	440.76	31	4305	440.76	10	.00	17244	16803.24	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1435	440.76	31	4305	440.76	10	.00	17244	16803.24	3
41-00	COMMUNICATION	17807	22951.77	129	53421	58952.77	110	152151.03	213724	2620.20	99
41 **	COMMUNICATION	17807	22951.77	129	53421	58952.77	110	152151.03	213724	2620.20	99
42-00	FREIGHT & POSTAGE SERVICE	972	491.87	51	2916	766.23	26	.00	11710	10943.77	7
42 **	FREIGHT & POSTAGE SERVICE	972	491.87	51	2916	766.23	26	.00	11710	10943.77	7
43-00	ELECTRIC/WATER/SEWER	208310	167855.75	81	624930	354299.91	57	2104337.17	2499734	41096.92	98
43 **	ELECTRIC/WATER/SEWER	208310	167855.75	81	624930	354299.91	57	2104337.17	2499734	41096.92	98
44-00	RENTAL AND LEASES	3974	1210.00	30	11922	10368.50	87	262.50	47715	37084.00	22
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3974	1210.00	30	11922	10368.50	87	262.50	47715	37084.00	22
45-00	INSURANCE	119817	281326.71	235	359451	571641.93	159	.00	1437821	866179.07	40
45 **	INSURANCE	119817	281326.71	235	359451	571641.93	159	.00	1437821	866179.07	40
46-00	REPAIRS & MAINTENANCE	573713	512668.78	89	1702171	1272748.29	75	1109066.97	6865636	4483820.74	35

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-02	REPAIR/MAINT BUILDING	36392	1562.45	4	82400	7769.00	9	292846.16	409953	109337.84	73
46-03	REPAIR/MAINT-VEHICLES	27117	48264.04	178	81351	50786.32	62	.00	325447	274660.68	16
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	637222	562495.27	88	1865922	1331303.61	71	1401913.13	7601036	4867819.26	36
47-00	PRINTING & BINDING	800	4479.75	560	2400	4479.75	187	940.25	9640	4220.00	56
47 **	PRINTING & BINDING	800	4479.75	560	2400	4479.75	187	940.25	9640	4220.00	56
48-00	PROMOTIONAL ACTIVITIES	2116	.00	0	6348	250.00	4	.00	25400	25150.00	1
48 **	PROMOTIONAL ACTIVITIES	2116	.00	0	6348	250.00	4	.00	25400	25150.00	1
49-00	OTHER CHARGES & OBLIG.	15485	17423.94	113	45795	46842.52	102	.00	185197	138354.48	25
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3459.13-	0	0	13337.59-	0	.00	0	13337.59	0
49-08	CASH OVER & UNDER	0	110.07	0	0	14.58	0	.00	0	14.58-	0
49-09	DOCUMENT RECORDING CHGS	500	997.00-	199-	1500	1461.50-	97-	5011.50	6000	2450.00	59
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	15985	13077.88	82	47295	32058.01	68	5011.50	191197	154127.49	19
51-00	OFFICE SUPPLIES	2020	660.12	33	6060	1844.81	30	77.12	24281	22359.07	8
51 **	OFFICE SUPPLIES	2020	660.12	33	6060	1844.81	30	77.12	24281	22359.07	8
52-00	OPERATING SUPPLIES	72028	82325.55	114	217203	251642.46	116	246885.53	865499	366971.01	58
52-02	UNIFORMS-PURCHASED	0	445.20	0	0	594.70	0	.00	0	594.70-	0
52-07	JANITORIAL SUPPLIES	853	802.67	94	2559	2809.83	110	.00	10240	7430.17	27
52-09	CHEMICALS	637004	499777.55	79	1911012	1449001.34	76	5593565.09	7644057	601490.57	92
52-30	FUEL OIL & LUBRICANTS	43660	52200.49	120	130980	52285.69	40	26372.82	523975	445316.49	15
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	753545	635551.46	84	2261754	1756334.02	78	5866823.44	9043771	1420613.54	84
53-00	ROAD MATERIALS/SUPPLIES	2915	.00	0	8745	.00	0	25000.00	35000	10000.00	71
53 **	ROAD MATERIALS/SUPPLIES	2915	.00	0	8745	.00	0	25000.00	35000	10000.00	71
54-00	MEMBERSHIP/PUBLICATIONS	3415	480.00	14	10245	35025.00	342	.00	41016	5991.00	85
54 **	MEMBERSHIP/PUBLICATIONS	3415	480.00	14	10245	35025.00	342	.00	41016	5991.00	85
55-00	TRAINING	7656	.00	0	22968	12589.20	55	.00	91910	79320.80	14
55-01	EDA PROGRAM	416	.00	0	1248	.00	0	.00	5000	5000.00	0
55 **	TRAINING	8072	.00	0	24216	12589.20	52	.00	96910	84320.80	13
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24859	15234.09	61	70509	254850.87	361	10162.69	294246	29232.44	90
56 **	TECHNOLOGY SYSTEMS	24859	15234.09	61	70509	254850.87	361	10162.69	294246	29232.44	90
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	9625	.00	0	28875	.00	0	105088.61	115500	10411.39	91
62 **	BUILDINGS	9625	.00	0	28875	.00	0	105088.61	115500	10411.39	91
63-00	INFRASTRUCTURE	28051	.00	0	56102	.00	0	203840.50	308557	104716.50	66
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	9151	.00	0	23022	.00	0	105381.00	105381	.00	100
63 **	INFRASTRUCTURE	37202	.00	0	79124	.00	0	309221.50	413938	104716.50	75
64-00	MACHINERY & EQUIPMENT	111711	38541.03	35	330193	465384.88	141	501970.11	1335612	368257.01	72
64-15	IT HARDWARE	833	745.02	89	2499	1263.51	51	4187.25	10000	4549.24	55
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	112544	39286.05	35	332692	466648.39	140	506157.36	1345612	372806.25	72

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65-00	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	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29996	29740.35	99	89988	89004.12	99	270948.83	359953	.05	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	1-	.00	0	3-	.00	0	.00	0	.00	0
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	4561	.00	0	13683	54734.49	400	.00	54735	.51	100
71 **	PRINCIPAL	34556	29740.35	86	103668	143738.61	139	270948.83	414688	.56	100
72-32	LEASED ASSET-GENERATOR	6143	6399.65	104	18429	19415.88	105	54311.17	73727	.05-	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	3-	.00	0	.00	0	.00	0
72-36	SBITA - DEBTBOOK	40	.00	0	120	.00	0	.00	489	489.00	0
72-74	SBITA - ESRI ARCGIS	163	.00	0	489	1965.51	402	.00	1966	.49	100
72 **	DEBT SERVICE - INTEREST	6345	6399.65	101	19035	21381.39	112	54311.17	76182	489.44	99
73-00	OTHER DEBT SERVICE COST	55-	.00	0	495	.00	0	.00	0	.00	0
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	55-	.00	0	495	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
82-00	AID TO PRIVATE ORGANIZAT	166	.00	0	498	.00	0	.00	2000	2000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	166	.00	0	498	.00	0	.00	2000	2000.00	0
91-01	TO GENERAL FUND (001)	7742	77416.00	1000	7742	77416.00	1000	.00	77416	.00	100
91-02	TO GEN FUND ROI (001)	721497	721496.50	100	2164490	2164489.50	100	.00	8657958	6493468.50	25
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	21600750	21600750.00	100	.00	21600750	.00	100
91-25	TO RESTRCTD ASSET (425)	512769	512768.45	100	1538306	1538305.35	100	.00	6154612	4616306.65	25
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1242008	1311680.95	106	25311288	25380960.85	100	.00	36490736	11109775.15	70
94-01	TXFR TO GF OH ALLOC (001)	709883	709883.08	100	2129650	2129649.24	100	.00	8518597	6388947.76	25
94 **	INTERFUND TRANSFER	709883	709883.08	100	2129650	2129649.24	100	.00	8518597	6388947.76	25
95-01	TXFR TO GF 6% PLOFF (001)	148236	148236.08	100	444709	444708.24	100	.00	1778833	1334124.76	25
95 **	NONOPERATING	148236	148236.08	100	444709	444708.24	100	.00	1778833	1334124.76	25
FUND 421	TOTAL ********* WATER/SEWER FUND	6544580	5723030.33	87	41077761	37816092.80	92	13426428.06	99981670	48739149.14	51
GRAND	TOTAL *********	6544580	5723030.33	87	41077761	37816092.80	92	13426428.06	99981670	48739149.14	51

FY 2026 Budget by Classification Report - Summary Listing

12/31/2025

Target for December 2025 is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,401,415	$ -	$ 1,770,640	$ 630,775	74%
CHARGES FOR SERVICES	$ -	$ -	$ 2	$ (2)	0%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 400	$ -	$ 30,992	$ (30,592)	7748%
**OTHER SOURCES (NON-REVENUE)	$ 46,118	$ -	$ -	$ 46,118	0%
REVENUE TOTALS	**$ 2,447,933**	**$ -**	**$ 1,801,634**	**$ 646,299**	**74%**
EXPENSE					
SALARIES AND BENEFITS	$ 641,393	$ -	$ 140,142	$ 501,251	22%
OPERATING EXPENDITURES	$ 913,608	$ 218,548	$ 179,107	$ 515,953	20%
CAPITAL OUTLAY	$ 592,225	$ 31,225	$ 407,439	$ 153,561	69%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 300,707	$ -	$ 80,647	$ 220,060	27%
EXPENSE TOTALS	**$ 2,447,933**	**$ 249,773**	**$ 807,334**	**$ 1,390,826**	**43%**
REVENUE TOTALS	**$ 2,447,933**	**$ -**	**$ 1,801,634**	**$ 646,299**	**74%**
EXPENSE TOTALS	**$ 2,447,933**	**$ 249,773**	**$ 807,334**	**$ 1,390,826**	**43%**
	$ -	**$ (249,773)**	**$ 994,300**	**$ (744,527)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	190,117	1,734,274.86	912	570,351	1,770,553.50	310	2,281,415	510,861.50
23 02	DELINQUENT TAX	0	15.36		0	59.16		0	59.16-
23 03	PENALTIES	833	7.40	1	2,499	27.44	1	10,000	9,972.56
23 04	TAX CERTIFICATES	9,166	.00		27,498	.00		110,000	110,000.00
23 *	STORMWATER	200,116	1,734,297.62	867	600,348	1,770,640.10	295	2,401,415	630,774.90
325 **	SPECIAL ASSESSMENT	200,116	1,734,297.62	867	600,348	1,770,640.10	295	2,401,415	630,774.90
320 ***	OTHER PERMITS & FEES	200,116	1,734,297.62		600,348	1,770,640.10		2,401,415	630,774.90
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	1.63		0	1.63		0	1.63-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	1.63		0	1.63		0	1.63-
343 **	PHYSICAL ENVIRONMENT	0	1.63		0	1.63		0	1.63-
340 ***	CHARGES FOR SERVICES	0	1.63		0	1.63		0	1.63-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	15.58		0	15.58-
10 02	INVESTMENT INTEREST	0	3,380.31		0	3,533.84		0	3,533.84-
10 10	FLORIDA PRIME INTEREST	0	7,043.26		0	22,331.87		0	22,331.87-
10 *	INTEREST	0	10,423.57		0	25,881.29		0	25,881.29-
30 00	NET INC/DEC FMV INVESTMNT	0	5,469.18		0	5,469.18		0	5,469.18-
40 00	GAIN/(LOSS) SALE INVEST	0	358.21-		0	358.21-		0	358.21
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	358.21-		0	358.21-		0	358.21
361 **	INTEREST & OTHER EARNINGS	0	15,534.54		0	30,992.26		0	30,992.26-
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
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	33	.00		99	.00		400	400.00
369 **	OTHER MISC REVENUES	33	.00		99	.00		400	400.00
360 ***	MISCELLANEOUS REVENUES	33	15,534.54		99	30,992.26		400	30,592.26-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	4,259	.00		7,789	.00		46,118	46,118.00
99 *	BALANCE FORWARD	4,259	.00		7,789	.00		46,118	46,118.00
389 **	NON OPERATING SOURCES	4,259	.00		7,789	.00		46,118	46,118.00

380	***	OTHER SOURCES(NON-REV)	4,259	.00	7,789	.00	46,118	46,118.00
FUND TOTAL		STORMWATER UTILITY	204,408	1,749,833.79	608,236	1,801,633.99	2,447,933	646,299.01
GRAND TOTAL			204,408	1,749,833.79	608,236	1,801,633.99	2,447,933	646,299.01

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	26676	19417.31	73	80028	56469.80	71	.00	320115	263645.20	18
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	26676	19417.31	73	80028	56469.80	71	.00	320115	263645.20	18
13-00	OTHER SALARIES & WAGES	7795	12327.68	158	23385	35302.24	151	.00	93540	58237.76	38
13 **	OTHER SALARIES & WAGES	7795	12327.68	158	23385	35302.24	151	.00	93540	58237.76	38
14-00	OVERTIME	726	183.82	25	2178	2866.52	132	.00	8714	5847.48	33
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	726	183.82	25	2178	2866.52	132	.00	8714	5847.48	33
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	120	.00	0	360	700.00	194	.00	1450	750.00	48
20 **	CLOTHING/SHOE ALLOWANCE	120	.00	0	360	700.00	194	.00	1450	750.00	48
21-00	FICA TAXES	2624	2447.68	93	7872	7309.47	93	.00	31491	24181.53	23
21 **	FICA TAXES	2624	2447.68	93	7872	7309.47	93	.00	31491	24181.53	23
22-00	RETIREMENT CONTRIBUTIONS	4698	4893.18	104	14094	14468.77	103	.00	56381	41912.23	26
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4698	4893.18	104	14094	14468.77	103	.00	56381	41912.23	26
23-00	INSURANCES	62	75.18	121	186	180.42	97	.00	752	571.58	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	6220	6297.62	101	18660	15165.47	81	.00	74643	59477.53	20
23-07	DENTAL INSURANCE	249	265.24	107	747	635.92	85	.00	2998	2362.08	21
23-08	VISION INSURANCE	43	48.76	113	129	116.91	91	.00	519	402.09	23
23-09	LONG TERM DISABILITY	74	100.34	136	222	240.45	108	.00	891	650.55	27
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	6648	6787.14	102	19944	16339.17	82	.00	79803	63463.83	21
24-00	WORKER'S COMPENSATION	3858	1871.71	49	11574	5488.75	47	.00	46299	40810.25	12
24 **	WORKER'S COMPENSATION	3858	1871.71	49	11574	5488.75	47	.00	46299	40810.25	12
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	300	500.00	167	900	1196.84	133	.00	3600	2403.16	33
27 **	BENEFIT OFFSET	300	500.00	167	900	1196.84	133	.00	3600	2403.16	33
31-00	PROFESSIONAL SERVICES	15771	19701.96	125	47258	19701.96	42	26670.01	189201	142829.03	25
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15812	19701.96	125	47381	19701.96	42	26670.01	189701	143329.03	24
34-00	CONTRACT SERVICES	22704	100194.54	441	68058	103179.68	152	145428.74	272405	23796.58	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22704	100194.54	441	68058	103179.68	152	145428.74	272405	23796.58	91
39-00	CONTINGENCY	17203	.00	0	51609	.00	0	.00	206444	206444.00	0
39 **	CONTINGENCY	17203	.00	0	51609	.00	0	.00	206444	206444.00	0
40-00	TRAVEL & PER DIEM	250	.00	0	750	.00	0	.00	3000	3000.00	0
40 **	TRAVEL & PER DIEM	250	.00	0	750	.00	0	.00	3000	3000.00	0
41-00	COMMUNICATION	173	224.70	130	519	389.12	75	1686.88	2076	.00	100
41 **	COMMUNICATION	173	224.70	130	519	389.12	75	1686.88	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	123	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	123	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1333	1375.25	103	3999	2980.41	75	14042.30	16000	1022.71-	106

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1333	1375.25	103	3999	2980.41	75	14042.30	16000	1022.71-	106
44-00	RENTALS AND LEASES	250	.00	0	750	937.86	125	.00	3000	2062.14	31
44 **	RENTALS AND LEASES	250	.00	0	750	937.86	125	.00	3000	2062.14	31
45-00	INSURANCE	1421	3559.72	251	4263	7119.44	167	.00	17058	9938.56	42
45 **	INSURANCE	1421	3559.72	251	4263	7119.44	167	.00	17058	9938.56	42
46-00	REPAIRS & MAINTENANCE	8622	8281.38	96	25285	25824.20	102	22191.65	102894	54878.15	47
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3992	4409.67	111	11976	6359.67	53	5695.00	47907	35852.33	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	12614	12691.05	101	37261	32183.87	86	27886.65	150801	90730.48	40
47-00	PRINTING & BINDING	41	.00	0	123	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	123	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	30	259.02	863	90	282.57	314	.00	360	77.43	79
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	115.58-	0	0	215.21-	0	.00	0	215.21	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	30	143.44	478	90	67.36	75	.00	360	292.64	19
51-00	OFFICE SUPPLIES	41	109.94	268	123	116.21	95	.00	500	383.79	23
51 **	OFFICE SUPPLIES	41	109.94	268	123	116.21	95	.00	500	383.79	23
52-00	OPERATING SUPPLIES	1110	463.15	42	3330	3857.57	116	2833.70	13330	6638.73	50
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2151	3177.37	148	6453	3177.37	49	.00	25816	22638.63	12
52-33	EMPLOYEE HEALTH CENTER	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
52 **	OPERATING SUPPLIES	3261	3640.52	112	9783	7034.94	72	2833.70	39146	29277.36	25
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	650.00	350	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	650.00	350	.00	750	100.00	87
55-00	TRAINING	570	.00	0	1710	219.00	13	.00	6840	6621.00	3
55 **	TRAINING	570	.00	0	1710	219.00	13	.00	6840	6621.00	3
56-15	IT-RELATED OPERATING EXP	377	.00	0	1131	4527.00	400	.00	4527	.00	100
56 **	TECHNOLOGY SYSTEMS	377	.00	0	1131	4527.00	400	.00	4527	.00	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	15635	.00	0	44066	.00	0	31225.00	184785	153560.00	17
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	0	.00	0	0	.00	0	.00	0	.00	0
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	15635	.00	0	44066	.00	0	31225.00	184785	153560.00	17
64-00	MACHINERY & EQUIPMENT	33953	.00	0	101859	407439.00	400	.00	407440	1.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	33953	.00	0	101859	407439.00	400	.00	407440	1.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	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
72-35	SBITA - SAMSARA	1-	.00	0	3-	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	1-	.00	0	3-	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	729	7293.00	1000	729	7293.00	1000	.00	7293	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	729	7293.00	1000	729	7293.00	1000	.00	7293	.00	100
94-01	TXFR TO GF OH ALLOC (001)	24451	24451.17	100	73355	73353.51	100	.00	293414	220060.49	25
94 **	INTERFUND TRANSFER	24451	24451.17	100	73355	73353.51	100	.00	293414	220060.49	25
FUND 423	TOTAL ********* STORMWATER UTILITY	204395	221813.81	109	608200	807333.92	133	249773.28	2447933	1390825.80	43
GRAND	TOTAL *********	204395	221813.81	109	608200	807333.92	133	249773.28	2447933	1390825.80	43

CITY COUNCIL AGENDA ITEM

Memo Date:	January 6, 2026
Agenda Date:	February 10, 2026
File ID:	2026-12
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational item only.

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 2026 through December 31st, 2025.

Section 5. — Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational item only

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2025	001-0000-337.70-01	$30,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	001-0000-389.99-50	$285,000		
10/28/2025	001-0000-389.99-50	$99,539	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-078	
11/01/2025	001-0000-389.99-50	$2,763,769	PO ROLL RESOLUTION# 2025-089	
12/09/2025	001-0000-381.91-07	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
	001-0000-381.91-21	$77,416		
	001-0000-381.91-23	$7,293		
	001-0000-389.99-50	$92,563		
12/15/2025	001-0000-381.91-10	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	
	001-0000-389.99-50	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	
	001-0000-389.99-50	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,851,817**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$3,851,817**
11/01/2025	104-0000-389.99-10	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$53,880**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$53,880**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	105-0000-389.99-10	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
	105-0000-389.99-10	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,580**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/HOUSING ASSISTANCE**	**$3,580**
10/14/2025	107-0000-389.99-50	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
12/09/2025	107-0000-389.99-50	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$61,664**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$61,664**
10/28/2025	110-0000-389.99-50	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
11/01/2025	110-0000-389.99-50	$88,311	PO ROLL RESOLUTION# 2025-089	
12/01/2025	110-0000-389.99-50	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	
12/15/2025	110-0000-389.99-50	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$391,941**
4	**Total Budget**	**Total Budget**	**CRA COCOA RDA**	**$391,941**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
11/01/2025	111-0000-389.99-50	$8,020	PO ROLL RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,020**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$8,020**
12/09/2025	143-0000-389.99-50	$20,000	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$20,000**
11/18/2025	304-0000-337.30-22	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
	304-0000-381.91-10	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,989,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DAY SLIPS / REVETMENT**	**$2,989,000**
11/01/2025	421-0000-389.99-50	$1,724,019	PO ROLL RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,724,019**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$1,724,019**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	423-0000-389.99-50	$38,825	PO ROLL RESOLUTION# 2025-089	833
12/09/2025	423-0000-389.99-50	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$46,118**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$46,118**
10/14/2025	424-0000-389.99-50	$2,801,700	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
10/17/2025	424-0000-389.99-50	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	
11/01/2025	424-0000-389.99-50	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	
	424-0000-389.99-50	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	
	424-0000-389.99-50	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$2,864,132	PO#82211 ATLANTIC DEVELOP	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			RESOLUTION# 2025-089	228
	424-0000-389.99-50	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	
	424-0000-389.99-50	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$433,077	PO#833825 JACOBS ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	
	424-0000-389.99-50	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	
	424-0000-389.99-50	$619,197	PO#83998 CAROLLO ENGINEER	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			RESOLUTION# 2025-089	228
	424-0000-389.99-50	$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,649,496**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$12,649,496**
11/01/2025	427-0000-389.84-00	$80,073	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
	427-0000-389.84-00	$3,844,897	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,924,970**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$3,924,970**
11/01/2025	520-0000-341.20-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$19,358**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WORKERS COMPENSATION FUND**	**$19,358**

15 Transfers & Amendments Between Oct 1, 2025 and Dec 31, 2025

FY 2026 Total Transfer & Amendments $25,743,863

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number

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: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 01/13/2026

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	12/31/2025	001-1100-512.51-00	($68)	6) P&Z BOOK DECEMBER CLEANUP	1367
		001-1100-512.49-00	$68		
		001-1100-512.11-00	($23,825)	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
1	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($23,825)**	
1101 - CITY CLERK					
1101 - CITY CLERK	12/01/2025	001-1101-512.54-00	$1,000	6) FLORIDA TODAY SUBSCRIP NOVEMBER CLEANUP	1084
		001-1101-512.52-00	($1,000)		
1	**Total Budget Amendments/Transfers**		**Division 1101 Total**	**$0**	
1104 - PLANNING					
1104 - PLANNING	11/01/2025	001-1104-515.34-00	$260	PO# 81159 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,927	PO# 81204 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,030	PO# 81794 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$9,837	PO# 82094 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$1,516	PO# 82178 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$535	PO# 82238 RVI RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	11/01/2025	001-1104-515.34-00	$2,020	PO# 82333 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$7,615	PO# 82531 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,906	PO# 82546 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$12,340	PO# 83370 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,835	PO# 83475 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$9,093	PO# 83541 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$11,274	PO# 83549 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$10,955	PO# 83899 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$13,285	PO# 83933 RVI RESOLUTION# 2025-089	815
	12/31/2025	001-1104-515.21-00	$1,688	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
		001-1104-515.24-00	$77		
		001-1104-515.12-00	$22,060		
2	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$127,253**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/01/2025	001-1203-516.46-00	$1,014	PO#82800 EMPIRE COMPUTING RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	11/01/2025	001-1203-516.46-00	($5,000)	7) ESRI TRAINING OCTOBER CLEANUP	631
		001-1203-516.55-00	$5,000		
	12/31/2025	001-1203-516.54-00	$29,290	4) INFOTECH SUBSCRIPTION DECEMBER CLEANUP	1367
		001-1203-516.46-00	($29,290)		
2	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$1,014**	
1505 - PROCUREMENT & BUDGETING					
1505 - PROCUREMENT & BUDGETING	11/01/2025	001-1505-513.52-00	$434	9) FINANCE CHAIRS OCTOBER CLEANUP	631
		001-1505-513.51-00	($434)		
1	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**$0**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	10/14/2025	001-1600-513.39-00	($7,585)	SAMSARA RESOLUTION# 2025-074	231
		001-1600-513.56-15	$38,201		
		001-1600-517.72-69	($1,358)		
		001-1600-517.71-69	($29,258)		
	11/01/2025	001-1600-513.31-00	$46,000	PO#76943 INFO-TECH RESOLUTION# 2025-089	815
		001-1600-513.49-00	$10,393	PO#83216 BC CLERK OF COUR RESOLUTION# 2025-089	815
		001-1600-513.55-00	$19,572	PO#83922 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-513.55-00	$530	PO#83935 EASTERN FSC RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/01/2025	001-1600-517.72-63	($1,631)	4) CLEARGOV NOT A SBITA OCTOBER CLEANUP	631
		001-1600-517.71-63	($11,632)		
		001-1600-513.56-15	$8,950	4) CLEARGOV 50% GF OCTOBER CLEANUP	631
		001-1600-513.49-00	$4,313	4) EXCESS CLEARGOV BUDGET OCTOBER CLEANUP	631
	11/18/2025	001-1600-513.39-00	($16,000)	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
	12/01/2025	001-1600-513.39-00	$8,252	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/09/2025	001-1600-513.39-00	($51,000)	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
5	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$17,747**	
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	11/18/2025	001-1601-525.34-00	$16,000	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
1	**Total Budget Amendments/Transfers**		**Division 1601 Total**	**$16,000**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/01/2025	001-1603-525.34-00	$25,000	PO#83292 FL REGIONAL PLAN RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**$25,000**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	12/15/2025	001-1905-559.31-00	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	1101
		001-1905-559.31-00	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	1101
	12/31/2025	001-1905-559.55-00	$450	1) ECON DEV - CONFERENCE DECEMBER CLEANUP	1367
		001-1905-559.49-06	($450)		
		001-1905-559.41-00	$500	1) ECON DEV SPEC - PHONE DECEMBER CLEANUP	1367
		001-1905-559.49-06	($500)		
2	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$404,871**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/01/2025	001-1906-513.34-00	$5,795	PO#82871 142 PRODUCTIONS RESOLUTION# 2025-089	815
	12/09/2025	001-1906-513.34-00	$51,000	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
2	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$56,795**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.56-15	$11,250	PO#82798 HRTM CONSULTING RESOLUTION# 2025-089	815
		001-2100-521.52-00	$500	PO#83073 COCOA KENNELS RESOLUTION# 2025-089	815
		001-2100-521.52-00	$256	PO#83092 FEDERAL EASTERN RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.52-00	$9,657	PO#83240 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-02	$94	PO#83424 BLUE LINE INNOV. RESOLUTION# 2025-089	815
		001-2100-521.52-02	$820	PO#83765 MES SERVICE RESOLUTION# 2025-089	815
		001-2100-521.46-02	$8,293	PO#83785 OVATION CONST. RESOLUTION# 2025-089	815
		001-2100-521.64-00	$66,908	PO#83867 ALAN J CHEVROLET RESOLUTION# 2025-089	815
		001-2100-521.52-00	$4,199	PO#83919 RTS TACTICAL RESOLUTION# 2025-089	815
		001-2100-521.52-00	$258	PO#83994 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$88	PO#84002 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$624	PO#84014 EVIDENT, INC RESOLUTION# 2025-089	815
		001-2100-521.52-00	($2,500)	3) PD AWARDS BANQUET OCTOBER CLEANUP	631
		001-2100-521.49-00	$2,500		
		001-2100-521.64-00	$2,080	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	897
	12/01/2025	001-2100-521.64-00	($4,988)	2) ALS NOT CAPITAL PURCH. NOVEMBER CLEANUP	1084
		001-2100-521.52-00	$4,988		
	12/09/2025	001-2100-521.56-15	$2,474	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/15/2025	001-2100-521.14-00	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	1098
	12/31/2025	001-2100-521.52-00	($36,515)	3) AXON SOFTWARE COSTS DECEMBER CLEANUP	1367
		001-2100-521.56-15	$36,515		
5	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$195,501**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/01/2025	001-2101-521.64-00	($2,080)	REVERSE - 8) AFIS MACHINE OCTOBER CLEANUP	897
		001-2101-521.64-00	$2,080	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	631
		001-2101-521.46-00	($2,080)		
	12/09/2025	001-2101-521.56-15	($2,474)	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095
2	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($4,554)**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/01/2025	001-2200-522.52-02	$1,283	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2200-522.34-00	$960	PO#83043 PDCS, LLC RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$2,243**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/01/2025	001-2201-522.64-00	$1,500,000	PO#80739 SUTPHEN CORP. RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	11/01/2025	001-2201-522.52-02	$15,315	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2201-522.34-00	$1,001	PO#83300 BC PROP. APPRSR. RESOLUTION# 2025-089	815
		001-2201-522.46-03	$2,169	PO#83559 S FL EMRGNCY VEH RESOLUTION# 2025-089	815
		001-2201-522.64-15	$3,720	PO#83634 TYLER TECHNOLOGY RESOLUTION# 2025-089	815
		001-2201-522.64-15	$324,543	PO#83821 MOTOROLA SOLUTNS RESOLUTION# 2025-089	815
		001-2201-522.52-00	$3,752	PO#83985 BENNET FIRE PROD RESOLUTION# 2025-089	815
	12/01/2025	001-2201-522.52-02	($8,252)	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/31/2025	001-2201-522.52-00	($500)	5)COVER INVOICE SHORTFALL DECEMBER CLEANUP	1367
		001-2201-522.52-10	$500		
3	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,842,248**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	11/01/2025	001-3232-524.56-15	$1,669	10) CITIZENSERVE LICENSE OCTOBER CLEANUP	631
		001-3232-524.52-00	($1,669)		
1	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$0**	
3500 - ADMINISTRATION					
3500 -	11/01/2025	001-3500-519.56-15	$13,000	2) IWORQ SOFTWARE COST OCTOBER	631

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
ADMINISTRATION				CLEANUP	
1	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**$13,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/14/2025	001-3510-541.64-00	$0	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
	11/01/2025	001-3510-541.63-00	$14,595	PO#83617 FAUSNIGHT STRIPE RESOLUTION# 2025-089	815
		001-3510-541.46-00	$3,424		
		001-3510-541.46-00	$18,700	PO#83901 JMD GLOBAL DVLPR RESOLUTION# 2025-089	815
		001-3510-541.46-00	$20,000	PO#84066 GRAYBAR ELECTRIC RESOLUTION# 2025-089	815
		001-3510-541.46-00	($13,000)	2) IWORQ SOFTWARE COST OCTOBER CLEANUP	631
2	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$43,719**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	10/14/2025	001-3520-572.64-07	$315,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	10/28/2025	001-3520-572.64-00	$57,807	DESIGN OF FITNESS COURT RESOLUTION# 2025-079	445
		001-3520-572.46-00	($29,780)		
		001-3520-572.64-07	$29,780		
		001-3520-572.46-02	($57,807)	DESIGN OF MINI PITCH RESOLUTION# 2025-079	445
		001-3520-572.64-00	$99,539	SPECIAL ACCESS EQUIPMENT	446

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	10/28/2025			RESOLUTION# 2025-078	
	11/01/2025	001-3520-572.63-07	$169,774	PO#82625 DOUG WILSON ETRP RESOLUTION# 2025-089	815
		001-3520-572.46-00	$4,096	PO#84088 NAIL FARMS INC. RESOLUTION# 2025-089	815
	11/17/2025	001-3520-572.64-07	($29,780)	DESIGN OF FITNESS COURT CORRECTION OF BAF26-012-T	670
		001-3520-572.64-00	$29,780	DESIGN OF MINI PITCH CORRECTION OF BAF26-012-T	670
	12/31/2025	001-3520-572.56-15	$22,513	2) FIBER LINE - STRADLEY DECEMBER CLEANUP	1367
		001-3520-572.46-00	($36,313)	2) FIBER LINE BORING DECEMBER CLEANUP	1367
		001-3520-572.56-15	$6,080	2) FIBER LINE- CARL ANDER DECEMBER CLEANUP	1367
		001-3520-572.56-15	$7,720	2) FIBER LINE- JUNNY RIOS DECEMBER CLEANUP	1367
5	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$588,409**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS- FLEET MAINT	12/09/2025	001-3540-519.63-07	$3,366	FUEL CANOPY BF (1.86%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$92,563	FUEL CANOPY GF (51.24%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$7,293	FUEL CANOPY SW (4.04%) RESOLUTION# 2025-093	1099

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	12/09/2025	001-3540-519.63-07	$77,416	FUEL CANOPY W/S (42.86%) RESOLUTION# 2025-093	1099
1	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$180,638**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/01/2025	001-3560-519.46-02	$4,528	PO#83651 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.46-02	$15,986	PO#84027 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.52-00	$7,579	PO#84047 A.B.I. RESOLUTION# 2025-089	815
		001-3560-519.62-00	$286,831	PO#84079 W&J CONSTRUCTION RESOLUTION# 2025-089	815
		001-3560-519.46-02	$7,500	PO#84081 OVERHEAD DOOR CO RESOLUTION# 2025-089	815
		001-3560-519.31-00	$11,455	PO#84082 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.62-00	$3,873	PO#84083 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.46-00	$3,916	PO#84086 SWIFT BROTHERS RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,900	PO#84091 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,793	PO#84092 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$10,731	PO#84095 TRANE US INC.	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/01/2025			RESOLUTION# 2025-089	
		001-3560-519.46-02	$7,666	PO#84098 DITMER AIR& HEAT RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$365,758**	
9	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$3,851,817**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	104-3240-554.83-23	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$53,880**	
1	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$53,880**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	105-3240-554.83-00	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
		105-3240-554.83-00	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$3,580**	
1	**Total Budget Amendments/Transfers**		**SHIP/HOUSING ASSISTANCE**	**$3,580**	
3200 - ADMINISTRATION					
3200 -	10/14/2025	107-3200-524.49-00	$26	SAMSARA RESOLUTION# 2025-074	231

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
ADMINISTRATION	10/14/2025	107-3200-524.56-15	$704	SAMSARA RESOLUTION# 2025-074	231
		107-3200-524.72-35	($33)		
		107-3200-524.71-35	($697)		
	12/09/2025	107-3200-581.91-01	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
	12/31/2025	107-3200-524.56-15	$7,903	TEMPORARY TOUGHBOOK FUNDS	1431
		107-3200-524.34-00	($16,388)		
3	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**($5,119)**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	10/14/2025	107-3232-524.64-00	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
	12/31/2025	107-3232-524.56-15	$8,485	TEMPORARY TOUGHBOOK FUNDS	1431
2	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$66,783**	
3	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$61,664**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/28/2025	110-3230-559.63-07	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
	11/01/2025	110-3230-559.63-00	$1,704	PO#77934 INFRA SOLTN SRVC RESOLUTION# 2025-089	815
		110-3230-517.71-31	$27	PO#83115 COCOA VILL PRTNR RESOLUTION# 2025-089	815
		110-3230-559.63-00	$86,580	PO#83823 MYRA PLANNING	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
	11/18/2025	110-3230-581.91-34	$1,494,500	DAYSLIP FIND MATCH PHASE2 RES# CCRA-2025-932	895
		110-3230-559.39-00	($1,494,500)		
	12/01/2025	110-3230-559.64-15	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	922
		110-3230-559.71-00	($62,211)	5) SHORE UP POSTAGE LEASE NOVEMBER CLEANUP	1084
		110-3230-517.71-31	$46,004		
		110-3230-517.72-31	$14,173		
		110-3230-559.72-00	($1,834)		
		110-3230-559.40-00	$3,868	5) SHORE UP TRAVEL NOVEMBER CLEANUP	1084
	12/15/2025	110-3230-581.91-01	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	1098
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$391,941**	
5	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$391,941**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/01/2025	111-3230-559.83-00	$500	PO#80786 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80815 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#80838 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80848 SHERWIN WILLIAMS	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
		111-3230-559.83-00	$500	PO#80894 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#82788 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$4,320	PO#84099 BC CTY COMMISION RESOLUTION# 2025-089	815
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$8,020**	
1	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$8,020**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/09/2025	143-2100-521.52-00	$13,901	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
		143-2100-521.64-00	$6,099		
	12/31/2025	143-2100-521.52-00	($1,499)	7) GYM EQUIPMENT DELIVERY DECEMBER CLEANUP	1367
		143-2100-521.64-00	$1,499		
2	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$20,000**	
2	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$20,000**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/18/2025	304-3580-572.63-00	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
		304-3580-572.63-00	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	895

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$2,989,000**	
1	**Total Budget Amendments/Transfers**		**DAY SLIPS / REVETMENT**	**$2,989,000**	
1506 - INVENTORY					
1506 - INVENTORY	11/01/2025	421-1506-536.56-15	$1,028	5) WAREHOUSE SCANNER OCTOBER CLEANUP	631
		421-1506-536.46-00	($1,028)		
1	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/01/2025	421-1515-536.52-00	($12,309)	1) MDX CAPITAL PURCHASE OCTOBER CLEANUP	631
		421-1515-536.64-00	$12,309		
1	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$0**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/14/2025	421-4010-536.56-15	$38,309	SAMSARA RESOLUTION# 2025-074	231
		421-4010-536.49-00	$326		
	11/01/2025	421-4010-536.31-01	$3,537	PO#77360 DELAPARTE & GIL RESOLUTION# 2025-089	833
		421-4010-536.31-00	$15,270	PO#78424 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.31-01	$13,440	PO#78979 GARNGANESE, WEIS RESOLUTION# 2025-089	833
		421-4010-536.34-00	$32,929	PO#82935 US GEOLOGICAL SU	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	11/01/2025			RESOLUTION# 2025-089	
		421-4010-536.31-00	$11,808	PO#82974 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.34-00	($5,000)	11) REPLACE LAB ICE MAKER OCTOBER CLEANUP	631
		421-4010-536.46-00	$5,000		
		421-4010-536.56-15	$8,950	4)CLEARGOV BUDGET 50% UT OCTOBER CLEANUP	631
		421-4010-536.34-00	($8,950)		
	12/01/2025	421-4010-536.73-00	($3,200)	7) AGENT FEES NOVEMBER CLEANUP	1084
		421-4010-536.49-00	$3,200		
		421-4010-536.73-00	($100)	7) REDEMPTION FEES NOVEMBER CLEANUP	1084
		421-4010-536.49-00	$100		
	12/09/2025	421-4010-581.91-01	$77,416	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
		421-4010-536.39-00	($77,416)		
4	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$115,619**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	421-4020-536.31-03	$2,070	PO#79792 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		421-4020-536.31-03	$5,111	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.31-27	$245,419	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.34-00	$8,900	PO#83275 BIO-TECH CONSULT RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025	421-4020-536.46-00	$25,368	PO#83456 FLUID CONTROL SP RESOLUTION# 2025-089	833
		421-4020-536.56-15	$769	PO#83540 CDW GOVERNMENT RESOLUTION# 2025-089	833
		421-4020-536.64-00	$17,423	PO#83875 VIABLE TECH RESOLUTION# 2025-089	833
		421-4020-536.46-02	$289,839	PO#83946 HAMILTON ROOFING RESOLUTION# 2025-089	833
		421-4020-536.63-07	$48,736	PO#84072 DAVE'S FENCE RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$643,635**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	$37,504	PO#82598 GOODSON PAVING RESOLUTION# 2025-089	833
		421-4025-536.46-00	$5,952	PO#83647 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$47,501	PO#83791 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$32,521	PO#83982 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$22,694	PO#83992 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.46-00	$2,700	PO#84052 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$6,491	PO#84056 FERGUSON ENTRPRS	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
		421-4025-536.46-02	$4,694	PO#84068 TECH SYSTEMS INC RESOLUTION# 2025-089	833
		421-4025-536.46-00	$7,674	PO#84073 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.64-00	$24,610	PO#84097 FLORIDA MASTER T RESOLUTION# 2025-089	833
		421-4025-536.56-15	$29,000	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4025-536.46-00	($29,000)		
1	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$192,341**	
4055 - ENGINEERING					
4055 - ENGINEERING	11/01/2025	421-4055-536.31-03	$442,471	PO#82114 JACOBS GROUP INC RESOLUTION# 2025-089	833
		421-4055-536.63-00	$198,568	PO#82362 CHA CONSULTING RESOLUTION# 2025-089	833
		421-4055-536.63-00	$109,989	PO#82653 KIMLEY-HORN RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$751,028**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	421-4120-536.46-00	$2,271	PO#83451 GRAYBAR ELECTRIC RESOLUTION# 2025-089	833
		421-4120-536.34-00	$9,750	PO#83579 AERZEN USA CORP RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/01/2025	421-4120-536.46-00	$18,290	PO#84046 THOMPSON PUMP & RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$30,311**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	421-4125-536.46-00	$29,720	PO#84093 BARNEY'S PUMPS RESOLUTION# 2025-089	833
		421-4125-536.56-15	$5,000	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4125-536.46-00	($5,000)		
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$29,720**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/14/2025	421-4700-591.72-35	($1,713)	SAMSARA RESOLUTION# 2025-074	231
		421-4700-591.71-35	($36,922)		
1	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**($38,635)**	
4	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$1,724,019**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.63-00	($6,440)	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
		423-3570-538.64-00	$6,440		
		423-3570-538.39-00	($1,610)	SAMSARA RESOLUTION# 2025-074	231
		423-3570-538.71-35	($2,787)		
		423-3570-538.72-35	($130)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.56-15	$4,527	SAMSARA RESOLUTION# 2025-074	231
	11/01/2025	423-3570-538.34-00	$300	PO#77832 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.31-00	$601		
		423-3570-538.34-00	$1	PO#80291 FUTURE HORIZONS RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#82065 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$301	PO#82066 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83266 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83286 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.63-00	$31,225	PO#83786 KIMLEY-HORN RESOLUTION# 2025-089	833
		423-3570-538.46-00	$4,600	PO#83978 EAST COAST FENCE RESOLUTION# 2025-089	833
		423-3570-538.46-00	$1,794	PO#83979 EAST COAST FENCE RESOLUTION# 2025-089	833
	12/09/2025	423-3570-581.91-01	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
3	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$46,118**	
3	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$46,118**	
4020 - DYAL PLANT					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025	424-4020-536.63-00	$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.62-00	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	833
	12/01/2025	424-4020-536.64-00	$0	1) COMBINE PROJECTS NOVEMBER CLEANUP	1084
2	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$737,025**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/14/2025	424-4055-536.63-00	$2,547,000	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
		424-4055-536.63-00	$254,700	BANANA RIVER CONTINGENCY RESOLUTION# 2025-071	228
	10/17/2025	424-4055-536.63-00	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	229
	11/01/2025	424-4055-536.63-00	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$1,016,607	PO#81414 WHARTON SMITH	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025			RESOLUTION# 2025-089	
		424-4055-536.63-00	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	833
		424-4055-536.63-00	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	833
		424-4055-536.63-00	$433,077	PO#83825 JACOBS ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	833
3	**Total Budget**		**Division 4055 Total**	**$11,064,098**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	424-4120-536.64-15	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4120-536.64-00	$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$585,833**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	424-4125-536.63-00	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$262,540**	
4	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$12,649,496**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	427-4020-536.31-34	$25,555	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-36	$3,408		
		427-4020-536.31-35	$12,778		
		427-4020-536.31-37	$38,332		
		427-4020-536.31-34	$1,227,095	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-36	$163,614		
		427-4020-536.31-35	$613,547		
		427-4020-536.31-37	$1,840,641		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 12/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$3,924,970**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$3,924,970**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	11/01/2025	520-1801-513.31-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$19,358**	
1	**Total Budget Amendments/Transfers**		**WORKERS COMPENSATION FUND**	**$19,358**	

26 Transfers & Amendments Between Oct 1, 2025 and Dec 31, 2025

FY 2026 Total Transfer & Amendments $25,743,863

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: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 01/13/2026

CITY COUNCIL AGENDA ITEM

Memo Date:	February 5, 2026
Agenda Date:	February 10, 2026
File ID:	2026-102
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 2 Alternate member vacancies

Code Enforcement Board

- 1 Regular member vacancy

Diamond Square CRA

- 1 Regular member vacancy
- 3 terms expiring January 30, 2026

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at https://www.cocoafl.gov/119/Vacancies.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that "all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council," and shall "serve at the pleasure of the city council;" and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public's confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

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

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

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

Section 2. Establishment of Board and Committee Appointment Process.

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. **Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.**
   a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
   b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
   c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
   d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
   e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.

g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.

h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:

i. Applicants must complete an application as prescribed by the City Council;

ii. Applicants must consent to a standard criminal background check;

iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and

iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.

v. Any other requirements imposed by state law applicable to a board or committee.

b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.

c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
    i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
    ii. Whether the applicant is interested in serving their community.
    iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
    iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
    v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
    vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
    vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
    viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
    ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
    i. The member's satisfaction of the general qualifications under Section 2.
    ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
    iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:
    i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
    ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
    iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
    iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
    v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.

c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

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

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

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	February 5, 2026
Agenda Date:	February 10, 2026
File ID:	2026-103
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for January 9, 2026 - February 5, 2026.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: January 9, 2026 – February 5, 2026

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

City Clerk's Office

Public Records Requests received:

- Received: 22
- Open: 6
- Closed: 16

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees:
  - Anthony Johnson, Industrial Electrician I, Utilities/ Dyal, effective 12/8/25
  - Robert Hawley, Heavy Equipment Operator, Utilities/ WFO, effective 12/8/25
  - Kara Terrell, Utility Billing Clerk, Finance/ Customer Service, effective 12/8/25
  - William Burrows, Code Enforcement Officer, Community Services/ Code, effective 12/8/25
  - Albert Rodgers, Maintenance Worker I, Utilities/ WFO, effective 12/22/25

- Kyle Kihm, Maintenance Worker I, Utilities/ WFO, effective 12/22/25
- David David, Maintenance Worker II, Public Works/ Streets, effective 12/22/25
- Shih Yu Shen, Instrumentation Technician, Utilities/ Dyal, effective 12/22/25
- Mackenzie Robaina, Firefighter/ EMT, Fire, effective 1/5/26
- Steven Toomata, Utility Mechanic I, Utilities/ WFO, effective 1/5/26
- Mary Beth Knudsen, Utility Billing Clerk, Finance/ Customer Service, effective 1/5/26
- Jorge Tinti, Industrial Electrician II, Utilities/ Dyal, effective 1/5/26
- Nha Noll, Fleet Technician II, Public Works/ Fleet, effective 1/5/26

- Recent promotions:
  - Robert Bevard, promoted to Field Service Inventory Technician, Finance/Utility Support Services, effective 12/8/25
  - Ronald Cavallo, promoted to Field Inspector II, UT/Engineering effective 12/12/25
  - Tara Whittington, promoted to Code Enforcement Officer, Community Services/Code, effective 12/8/25
  - Rafe Shaker, promoted to Police Officer, Police/Administration, effective 12/19/25
  - James Walker, Field Inventory Technician, Finance/Utility Support Service, effective 1/5/26
  - Jeremy Bartrom, Utility Field Service Representative, Finance/Utility Support Services, effective 1/5/26

- Upcoming retirements:
  - Tom Dotson, Maintenance Worker I – Utilities/Sellers effective 1/16/26
  - Jerry Benzenhafer, Certified Operator A "Lead" - Utilities/Sellers effective 1/31/26
  - Thomas Redmond, District Fire Chief, Fire effective 2/1/26

Communication and Economic Development

- Media Stories:
  - City of Cocoa Breaks Ground on Workforce Housing Development in Michael C. Blake Subdivision
  - Veteran Officer Ryan Wuollet Sworn in as Newest Member of Cocoa Police Dcepartment
  - Cocoa Police Officers Brave Cold for COmmunity Walk on South Wilson Avenue

- Cocoa Police Lieutenants Graduate from Prestigious Southern Police Institute Leadership Program

- New News Releases:
  - City of Cocoa Finance Awarded for Excellence in Financial Reporting
  - Revised Penny Payment Procedures
  - City of Cocoa Breaks Ground on Workforce Housing Development in Michael C. Blake Subdivision

- Social media/e-newsletter statistics:Jan 9 – Feb 4
  - Facebook (January 9, 2026 – February 4, 2026)
    - Content interactions (previously called engagement): 2,001
    - Views (previously called impressions):187,950
    - Followers: 18,250
  - X (previously Twitter)
    - Followers: 3,846
  - LinkedIn (January 9, 2026 – February 3, 2026)
    - Impressions: 2,147
    - Followers: 1,645
  - NextDoor (January 9, 2026 – February 4, 2026)
    - Impressions: 2,375
    - Members: 6,509
  - E-Newsletters
    - February e-newsletter schedule for 2/6/26. Will have reporting numbers in the next report.
  - Next printed FYI Newsletter mails April 1, 2026

- Upcoming special events:
  - 2/19/26, 4:30p: Truck 32 Tiger Pride Push-In Ceremony
  - 2/21/26, 10a: Space Coast Writers Guild Book Fair
  - 2/28/26, 5p: 2026 Cocoa Mardi Gras Festival in the Park

Community Services

- New businesses: January 1 – February 5, 2026

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
The Parrish Grove Inn	536 Delannoy Ave, 32922	1	0	1	Hotel, breakfast buffet and brunch, small retail, event space for rent
Maldo's Window Tinting and Auto Concepts FL	310 Brunson Ave Ste 100, 32922	1	3	1	Automotive, commercial and residential window tinting and vinyl wraps
Genesis Beauty Spa LLC	1265 W King St, 32922	1	0	1	Nail salon
DRJ Cocoa H LLC dba Space Coast Honda	1885 W King St, 32926	90	5	1	Honda dealership
Ice Cream Guatemex	908 Dixon Blvd, 32922	2	1	2	Ice cream and pastry shop
Protocol Dental Lab LLC	1515 N Cocoa Blvd #102, 32922	5	0	2	Dental laboratory
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
Truecoat LLC	265 Dryden Cir, 32926	2	0	3	Commercial and residential painting
Rental Property BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
2018-3 IH Borrower LP	2318 Scotland Rd, 32926	0	0	3	Rental property
2018-3 IH Borrower LP	3856 Stonemont Dr, 32926	0	0	3	Rental property

321 Rental Properties LLC	1853 Baylor Ct, 32922	0	0	4	Rental property
Coshed LLC	718 Thomas Ave, 32922	0	0	2	Rental property
Coshed LLC	1040 Cypress Ln, 32922	0	0	2	Rental property
Coshed LLC	503 N Georgia Ave, 32922	0	0	1	Rental property

- January 1 – February 5, 2026 Building Inspections: 270
- January 1 – February 5, 2026 Building Permits Issued: 95

Finance

The Finance Department initiated a friendly & festive creation of a miniature Cocoa Village for the holidays that was displayed in the City Hall lobby for December. Each department had their own neighborhood. Citizens were encouraged to vote for their favorite house (1st, 2nd & 3rd place) and neighborhood. The winners were: house: #1 – Lora Howell – Finance; 2nd – Alyssa Session (formerly Finance, now in Community Services) & 3rd – Monique Drew – Finance. The winning neighborhood was the Finance Department's, with 113 votes. This was a fun activity that created connectivity between departments and was enjoyed by all.

Meter readers read 94,524 meters in October & 94,585 in November. Billing billed $13.5M in October and November.

The Finance Department was awarded the Certificate of Achievement for Excellence in Financial Reporting for the FY24 ACFR (financial statements) from the GFOA.

Fire Department

- Training with GIS on New Damage assessment app.
- Multiple PR events within the community
- Testing for new firefighter position the week of October 20th.
- Fire Chief working with inspectors on new projects and construction around the city.
- Monitoring the tropics closely for weather and hurricanes.

- Meeting with Brightline for upcoming event.

Information Technology

- Project updates/highlights:
- Helpdesk stats for 8/22/2025 - 9/18/2025:
- Helpdesk tickets: ___ new tickets opened

  ___ tickets closed/resolved

Police Department Updated December 5, 2025 – January 8, 2026

- Activity/Event highlights:
  - Swear in of 1officer on 12/19/25
- New project/training updates:
  - Lt. Stillwell and Lt. Baaden attended advanced Leadership training (SPI – CODC) in Orlando Fl,
- Chief's walk highlights:

- Community engagement highlights/events:
  - Reverse Christmas Parade 12/3/25
  - Shop with a Cop 12/11/25
  - Cocoa/Rockledge Holiday Parade 12/13/25

- Call stats-Crime Stats: January 1, 2025 – December 31, 2025
  - Property Crimes Offenses have decreased by 25%
  - Violent Crime Offenses have decreased by 14%
  - Overall crime has decreased by 18%

Public Works

- **City**
  - Stradley Park Football Concession Rehab – In Construction
- Work order stats: (received/closed) _211__ received / _208__ closed
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.):
  - **FDOT**
    - SR 528 Widening and Reconstruction (407402-3) – In Design

    - SR 524 Design (437983-1) – In Design
- **Brightline/FEC**
    - Railroad Crossing Elimination Project – In Design
- **County**
    - Dixon Blvd. And Pineda St. Intersection Improvements Project – Completed

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvementhttps://www.cocoafl.org/1660/Utilities-Capital-Improvement-ProjectsProjects
- WFO Issued Work Orders –
- WFO Completed Work Orders –
- Hydrants Flushed –
- Valves Exercised –
- Utility Locate Requests –
- SFO Issued Work Orders –
- SFO Completed Work Orders –