Agenda
City of Cocoa
Regular Meeting

September 8, 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 September 8, 2026.
2. Minutes: Special Meeting of July 7, 2026.
3. Minutes: Regular Meeting of July 14, 2026.

III. Awards and Presentations:

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), 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. To Approve Task Order No. 2027-69 to Jacobs Engineering Group, Inc. in the amount of $449,788 to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2027 Budget.

2. Approve a waiver of competitive bidding and authorize a one-year contract extension with Bruce D. Nelson, LLC for Private Provider Building Official services in an amount not to exceed $160,000 for FY 2027; authorize the City Manager to execute related contract documents and associated purchase orders up to this amount, subject to the final adoption of the FY 2027 Budget.

3. Approval of the First Amendment to a multi-year contract City of Casselberry Piggyback Contract with Milestone Professional Services, Inc. for ACFR Preparation Services

4. Approval of a change order and BAF 26-099-T to Motorola Solutions Purchase Order 83821 for the additional cost of $17,552 for design modification and system integration services due to transferring Law Enforcement and Fire Dispatch services to the BCSO Unified Communications Center.

   *******This Item is Confidential per FS 119.0725 and Not for Public Release*******

5. Approve participation in cooperative contract with Trane U.S. Inc., utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the Playhouse HVAC system upgrades; approve agreements with Trane for an owner-direct equipment purchase of $144,336.00 and turnkey installation of $155,650.00; approve a resolution authorizing a 10% project contingency of $29,999.00; approve a Resolution amending the FY2026 budget and BAF# 2026-093-A in the amount of $329,985.00; approve a 5-year multi-year preventive maintenance agreement in the amount of $33,777.00; and authorize the City Manager to execute any related agreements, amendments, and purchase orders necessary to complete the project.

6. Approve Task Order 2027-70 with Jacobs Engineering Group (Jacobs) for Program Management Services in the amount of $697,168, Project No. WS1221, and Task Order 2027-71 for Plan Review Services to include Engineering Land Development Review in the amount of $308,391, Project No. WS1221; Pending Approval of the FY2027 Budget.

7. Approve Task Order No. 2027-72 with Jacobs Engineering, Inc. based off of requirements contract RFQ-20-03-COC in the amount of $224,880, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Adoption of the FY 2027 Budget

8. Approve Change Order #1 to Purchase Order 84423 for H & H Liquid Sludge Disposal, Inc. in the amount of $13,000.00, establishing a total FY26 cost not-to-exceed $138,000.00 utilizing City of Holly Hill Piggyback Agreement RFP #24-WW-01; approve Budget Transfer BAF 2026-094-T to fund Change Order #1; and increase the previously approved FY27 sludge hauling expenditure

limitation from $125,000.00 to $162,657.00, subject to adoption of the FY27 operating budget.

9. Council consideration of a 5% increase in rent for the tenants at the Porcher House.

VI. Public Hearings:

1. 3600 Grissom Pkway Comp Plan Amendment (POSTPONED)
2. 3600 Grissom Prkwy Rezoning (POSTPONED)
3. Ordinance 13-2026 - A City-initiated ZTA - RU 2-15
4. Ordinance 14-2026 - Large-Scale Comp Plan Text Amendment to amend Figure FLU-1
5. Michael C. Blake Final Plat
6. First Reading of Ordinance regulating Artificial Lighting Nuisances

VII. Council Business:

1. Approval of a $7,500 Cocoa forgivable loan with The Old Florida House, according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business related expenses from the last 6 months while the applicant was completing the Ignite 360 program.
2. Consider the Donation Application for Eckerd Youth Alternatives, Inc. in the amount of $1,000.

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for August 21, 2026 - September 3, 2026.
2. Informational Only - The City of Cocoa's Open Board Vacancies.

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:

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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.

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

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	September 8, 2026
File ID:	2026-591
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the September 8, 2026 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
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Agenda
City of Cocoa
Regular Meeting

September 8, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 8, 2026. (2026-591).
2. Minutes: Special Meeting of July 7, 2026. (2026-592).
3. Minutes: Regular Meeting of July 14, 2026. (2026-792).

III. Awards and Presentations:

IV. Delegations:

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2. Approve a waiver of competitive bidding and authorize a one-year contract extension with Bruce D. Nelson, LLC for Private Provider Building Official services in an amount not to exceed $160,000 for FY 2027; authorize the City Manager to execute related contract documents and associated purchase orders up to this amount, subject to the final adoption of the FY 2027 Budget. (2026-714). (Utilities Director)

3. Approval of the First Amendment to a multi-year contract City of Casselberry Piggyback Contract with Milestone Professional Services, Inc. for ACFR Preparation Services. (2026-717). (Finance Director)

4. Approval of a change order and BAF 26-099-T to Motorola Solutions Purchase Order 83821 for the additional cost of $17,552 for design modification and system integration services due to transferring Law Enforcement and Fire Dispatch services to the BCSO Unified Communications Center. (2026-718). (Fire Chief)

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5. Approve participation in cooperative contract with Trane U.S. Inc., utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the Playhouse HVAC system upgrades; approve agreements with Trane for an owner-direct equipment purchase of $144,336.00 and turnkey installation of $155,650.00; approve a resolution authorizing a 10% project contingency of $29,999.00; approve a Resolution amending the FY2026 budget and BAF# 2026-093-A in the amount of $329,985.00; approve a 5-year preventive maintenance agreement in the amount of $33,777.00; and authorize the City Manager to execute any related agreements, amendments, and purchase orders necessary to complete the project. (2026-682). (Public Works Director)

6. Approve Task Order 2027-70 with Jacobs Engineering Group (Jacobs) for Program Management Services in the amount of $697,168, Project No. WS1221, and Task Order 2027-71 for Plan Review Services to include Engineering Land Development Review in the amount of $308,391, Project No. WS1221; Pending Approval of the FY2027 Budget. (2026-765). (Utilities Director)

7. Approve Task Order No. 2027-72 with Jacobs Engineering, Inc. based off of requirements contract RFQ-20-03-COC in the amount of $224,880, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Adoption of the FY 2027 Budget. (2026-719). (Utilities Director)

8. Approve Change Order #1 to Purchase Order 84423 for H & H Liquid Sludge Disposal, Inc. in the amount of $13,000.00, establishing a total FY26 cost not-to-exceed $138,000.00 utilizing City of Holly Hill Piggyback Agreement RFP #24-WW-01; approve Budget Transfer BAF 2026-094-T to fund Change Order

#1; and increase the previously approved FY27 sludge hauling expenditure limitation from $125,000.00 to $162,657.00, subject to adoption of the FY27 operating budget. (2026-712). (Utilities Director)

9. Council consideration of a 5% increase in rent for the tenants at the Porcher House. (2026-733). (Comm. & Economic Dev. Director)

VI. Public Hearings:

1. 3600 Grissom Pkway Comp Plan Amendment. (POSTPONED). (2026-570). (Planner)
2. 3600 Grissom Prkwy Rezoning (POSTPONED) (2026-638). (Planner)
3. Ordinance 13-2026 - A City-initiated ZTA - RU 2-15. (2026-749). (Planner)
4. Ordinance 14-2026 - Large-Scale Comp Plan Text Amendment to amend Figure FLU-1. (2026-750). (Planner)
5. Michael C. Blake Final Plat. (2026-781). (Planner)
6. First Reading of Ordinance regulating Artificial Lighting Nuisances. (2026-785). (City Attorney)

VII. Council Business:

1. Approval of a $7,500 Cocoa forgivable loan with The Old Florida House, according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business-related expenses from the last 6 months while the applicant was completing the Ignite 360 program. (2026-767). (Comm. & Economic Dev. Director)
2. Consider the Donation Application for Eckerd Youth Alternatives, Inc. in the amount of $1,000. (2026-793). (City Clerk)

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for August 21, 2026 – September 3, 2026. (2026-795). (City Clerk)
2. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-796). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	September 8, 2026
File ID:	2026-592
Prepared By:	Lori Chabot, Recording Secretary
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the July 7, 2026 Special 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 July 7, 2026 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

July 7, 2026

A Special City Council Meeting was held on Tuesday, July 7, 2026, 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 5:10 p.m.

Ms. Victoria Mitchner-Jones provided the invocation, and Deputy Mayor Goins led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Alex Goins	Deputy Mayor
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Deputy Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Manager; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Mitch Lawyer, Interim Chief Technology Officer; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 7, 2026. (2026-342).

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the July 7, 2026, Special City Council meeting agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Stantec's City of Cocoa Financial Analysis:

City Manager Whitten began the meeting with a brief statement about what will be covered by Stantec's Senior Manager, Peter Napoli. This will be followed by a presentation by Finance Director Rebecca Bowman.

Mr. Napoli provided a presentation[1] and began with a revenue sufficiency analysis for the General Fund, Utility Fund and Stormwater Fund to provide options and recommendations to the City Council and staff.

The General Fund Analysis began with evaluating sufficiency of revenues from property taxes and other sources to meet projected costs. This included observing operating levels per the proposed Budget annual CIP spending and a plan to increase the Fire Assessment rates.

Mayor Blake asked about ad valorum revenue and if we received it. In response, Ms. Bowman explained that the Property Appraiser's office just certified tax rolls on June 30.

Councilmember Weeks stated she would like to see a rollback in 2027.

Mr. Napoli spoke about the fire assessment roll per household and the tier 1 and tier 2 non-residential properties. He explained that there is a proposed increase of 3%, which is about $7.00 per house. The water/sewer rate analysis would be to ensure the current rate is sufficient to meet the costs of the utility. Operating reserves for utilities, debt service coverage and recommendations for Fiscal Years 2027 – 2028 were discussed as well.

[1] Exhibit A: Stantec and City of Cocoa Annual Financial Analysis

Additionally, it was recommended for a stormwater increase of 2% ($2.80 per home) in 2027 and 4% thereafter, which would be evaluated annually.

Councilmember Koss asked if we were locked in the tier system. In response, Mr. Napoli stated not necessarily, but there are a fair number of administrative tasks that would need to be done to change it, which would include a study to support it. He said that many cities have or are moving in that direction. He explained the process and where in the process that would be done.

Mr. Napoli discussed the General Fund and recommended no millage rate increase, a Fire Assessment increase of 3%, a 2% increase for stormwater utility and no increase for water/sewer.

City Manager Whitten spoke of the current levels of service, meaning no new level of services were added. He also spoke about the School Board having a public safety academy built to house the academy, software, equipment etc. Further details were discussed on the program, instructors, requirements etc.

Ms. Bowman began sharing the highlights of revenue, expenditures, and major capital requests. She also discussed the challenges and potential changes. It is important to add technical infrastructure upgrades, to look at recruiting and retaining personnel, whether public safety or general employees, and getting those with appropriate education and/or experience. Other possible changes include Ad valorem reductions, required utility permit changes for projects valued under $7,500 and a 10% budget reduction exercise. She added the biggest part of budget is utilities. The 10% exercise is not proportional and that it would come from other areas.

Ms. Neuterman explained the $7,500 project value and how that would work. Many of those things will not include the building department fees, however planning will need to review for zoning and or variances.

Deputy Mayor Goins asked if there were inspections for items under $7,500. In response, she replied no, only to be sure of locations.

Councilmember Weeks asked about the budget reduction exercise and if the city could adopt it. In response, Ms. Bowman replied yes, the city could but it is not required.

Ms. Bowman shared another change to the rules regarding the vote required to change the millage rate. A 110% increase above the rollback rate now requires a 2/3 vote.

IV. FY 2026 Balanced Budget Proposal Overview:

City Manager Whitten explained what is needed from Council to move forward with preparing the budget. He continued they will prepare a budget based on the following, unless 3 members vote no:

- No millage change
- 3% fire assessment increase
- 2% stormwater increase
- No change - utility water/sewer

Mayor Blake voted to move forward with the recommendation and prepare the proposed budget. Also, in agreement were Deputy Mayor Goins and Councilmember Hearn. Councilmembers Koss and Weeks were not in favor.

V. Council Discussion:

Mayor Blake spoke about the rollback vs. getting projects completed. There are projects in the queue, and he is in favor of 6.952 mils. Ms. Bowman added there needs to be a recommendation from council for finance to complete the budget.

Councilmember Weeks stated she goes back and forth with the rolled back rate. She has heard that people want some relief. She believes they deserve a break and would like to do that.

Councilmember Koss asked about a comparison of the cities and where Cocoa fell.

City Manager Whitten reminded Council of several non-residential new construction projects that will be coming about in the next few years.

Councilmember Hearn asked about the transient oriented districts. City Manager Whitten asked Ms. Senger to share information about what the multi-modal area would or could look like.

Councilmember Koss mentioned the neighborhood and the fit with the multi-modal station. She also asked about having citizen input as we get closer.

Additionally, she is in favor of the rollback rate; that it would be attractive to the area.

Deputy Mayor Goins stated if we rolled back, we might hurt the projects we want. He asked about the percentage increase of citizens paying taxes. In response, City Manager Whitten stated that is not known yet, however when it does, it will show on the property appraiser's website.

VI. Public Input/Citizen Participation

VII. Adjournment:

*** MOTION by Councilmember Weeks; Seconded by Councilmember Koss to adjourn the Special Meeting of July 7, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 6:45 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Lori Chabot, Recording Secretary

Stantec

City of Cocoa Annual Financial Analysis

July 7, 2026





Agenda

1. Foundation of the Analysis
2. General Fund Analysis
3. Water/Sewer Rate & Revenue Sufficiency Analysis
4. Stormwater Forecast
5. Summary

1 Foundation of the Analysis

Foundation of the Analysis

- Revenue Sufficiency Analysis for General Fund, Utility Fund and Stormwater Fund performed during City's annual budget process
- Provide options and recommendations for sustainability

Why We Do This:

- Identify short-term and long-term impacts of current-year decisions
- Provide a framework for scenario evaluation and sensitivity tests
- Consider future cost requirements/events
- True-up assumptions based on current conditions

Source of Data & Key Assumptions:

- Fiscal Year 2026 Adjusted Budget
- Fiscal Year 2027 Proposed Budget
- Fiscal Year 2027 – 2031 Preliminary CIP
- Forecast assumptions reflect staff input

2 General Fund Analysis

Key Planning Observations & Considerations

Objectives

- Evaluate sufficiency of revenues from property taxes and other sources to meet projected costs

Observations

- Operating levels per Proposed Budget
- Average annual CIP spending of $4.7M
- Plan to increase the fire assessment rate increases by 3%

Rate Drivers

- Long-term escalation of costs
- Taxable value growth
- CIP Execution
- Impact from proposed tax changes

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

General Fund

Stantec

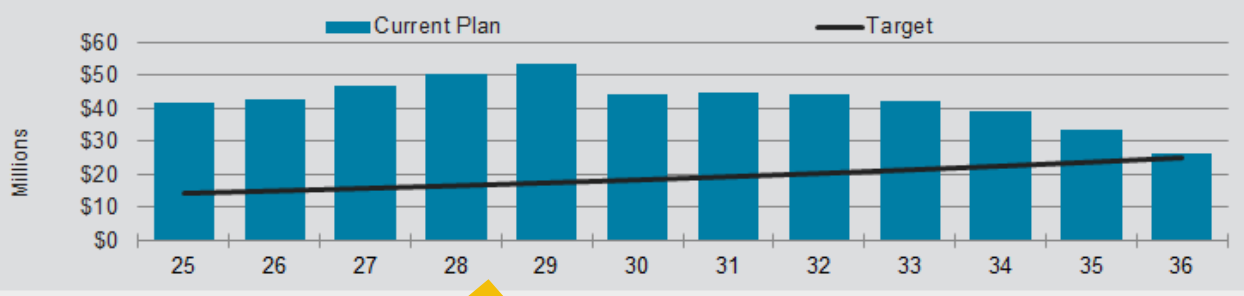
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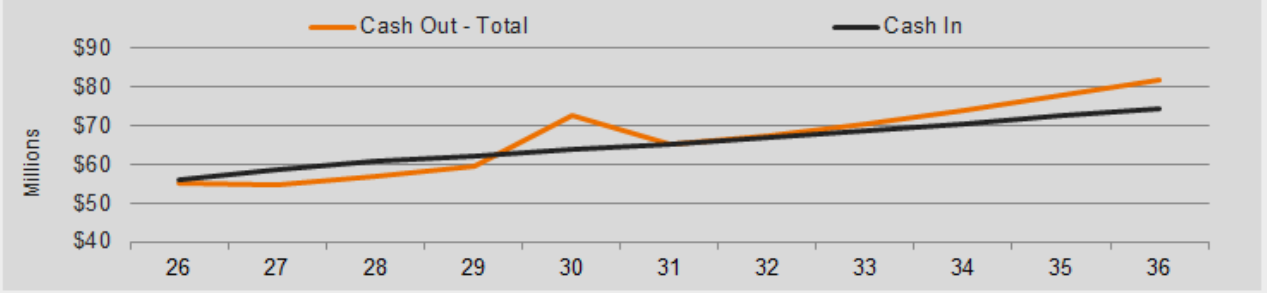
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Millage Rate	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532
Taxable Value Increase	6.1%	5.4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Cash Flow Surplus/(Deficit) $M	$ 0.97	$ 3.97	$ 3.82	$ 2.79	$ (8.74)	$ 0.00	$ (0.28)	$ (1.83)	$ (3.53)	$ (5.39)	$ (7.26)
End of Year Fund Balance $M	$ 42.69	$ 46.66	$ 50.48	$ 53.28	$ 44.54	$ 44.54	$ 44.27	$ 42.44	$ 38.91	$ 33.52	$ 26.26
Target Fund Balance $M	$ 15.15	$ 15.90	$ 16.68	$ 17.51	$ 18.38	$ 19.31	$ 20.29	$ 21.33	$ 22.44	$ 23.61	$ 24.86
Balance % of Expenses	93.00%	96.84%	99.87%	100.43%	79.96%	76.13%	72.00%	65.65%	57.23%	46.85%	34.86%

Prop Tax Reform N

End of Year Fund Balance (Committed & Unassigned)

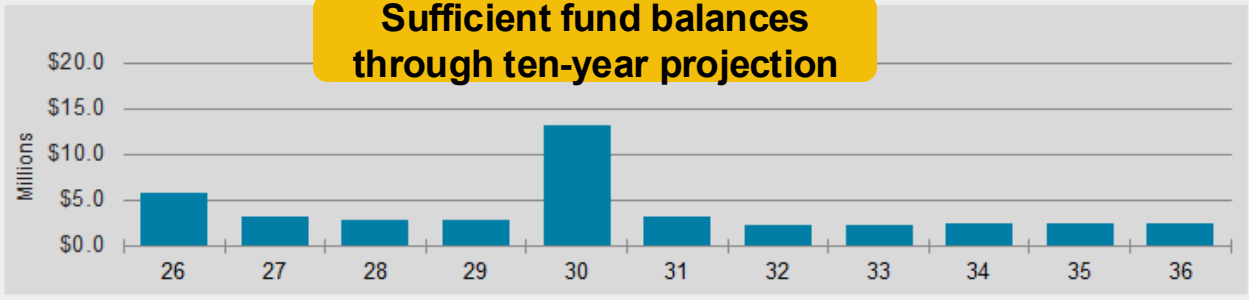


Revenues vs. Expenses



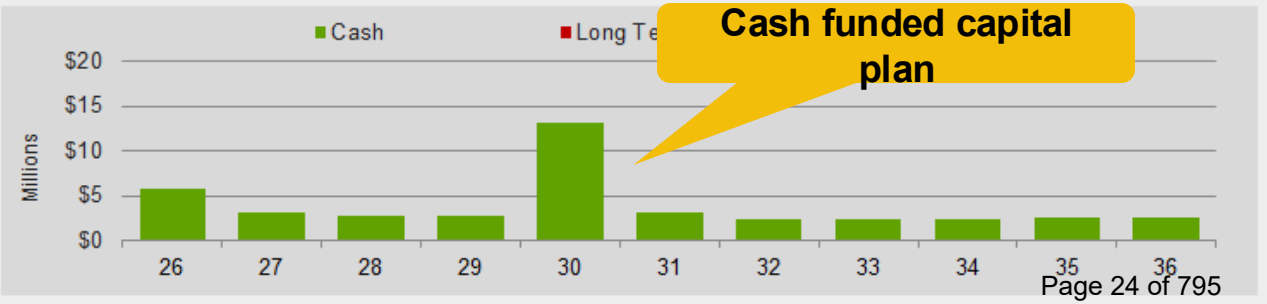
CIP Spending

Sufficient fund balances through ten-year projection



CIP Funding

Cash funded capital plan



FAMS | City of Cocoa, FL — General Fund

Stantec

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Millage maintained

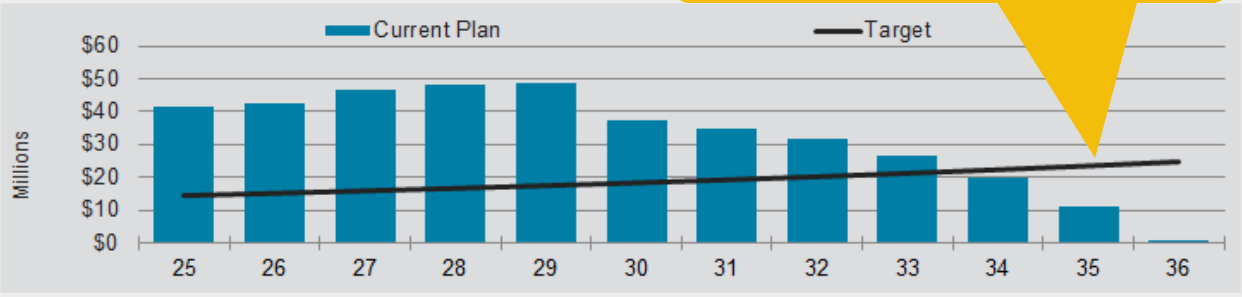
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Millage Rate	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532
Taxable Value Increase	6.1%	5.4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Cash Flow Surplus/(Deficit) $M	$ 0.97	$ 3.97	$ 1.80	$ 0.34	$ (11.33)	$ (2.73)	$ (3.15)	$ (4.86)	$ (6.71)	$ (8.74)	$ (10.79)
End of Year Fund Balance $M	$ 42.69	$ 46.66	$ 48.46	$ 48.80	$ 37.47	$ 34.75	$ 31.59	$ 26.73	$ 20.02	$ 11.28	$ 0.49
Target Fund Balance $M	$ 15.15	$ 15.90	$ 16.68	$ 17.51	$ 18.38	$ 19.31	$ 20.29	$ 21.33	$ 22.44	$ 23.61	$ 24.86
Balance % of Expenses	93.00%	96.84%	95.87%	91.99%	67.28%	59.39%	51.39%	41.36%	29.44%	15.76%	0.66%

Impact of tax reform:
Year 1 -$303M
Year 2 -$352M

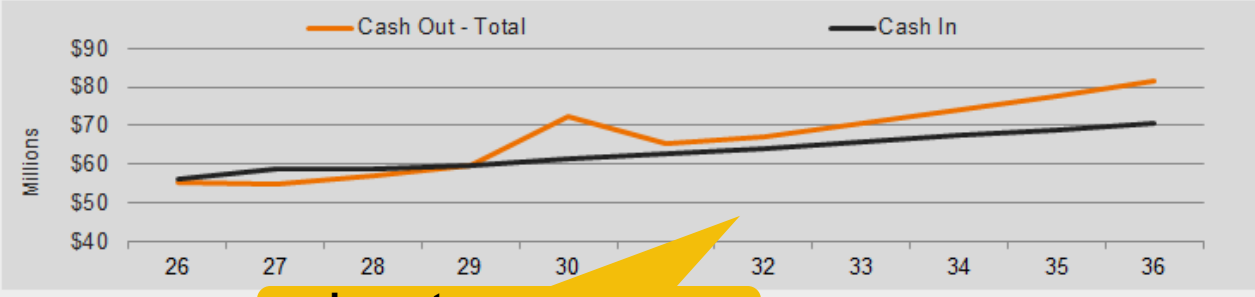
Prop Tax Reform Y

Insufficient fund balance at end of ten-year projections

End of Year Fund Balance (Committe

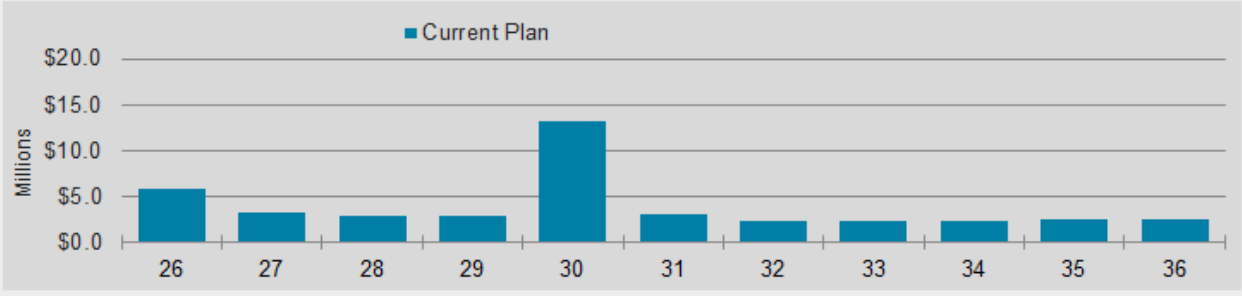


Revenues vs. Expenses

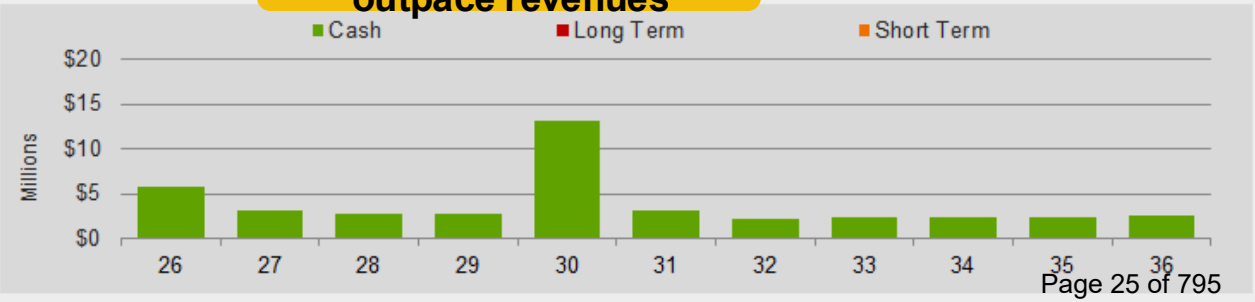


Long term expenses outpace revenues

CIP Spending



CIP Funding



Fire Assessment Recommendations

Fire Assessment Calculation	FY 2026 Adopted	FY 2027 Proposed	Increase $	*Increase %*
Residential Rate per Dwelling Unit	$ 257.47	$ 265.19	$ 7.72	*3.0%*
Tier 1 Rate per Parcel EBU [1]	$ 182.04	$ 187.50	$ 5.46	*3.0%*
Tier 2 Rate per Structure EBU [2]	$ 11.40	$ 11.74	$ 0.34	*3.0%*
Fire Admin & Operations Budget	$ 9,472,460	$ 10,040,100	$ 567,640	*5.7%*
Estimated Collected Revenue [3]	**$ 3,799,380**	**$ 4,086,441**	**$ 287,061**	*7.6%*
Estimated Cost Recovery	*40.1%*	*40.7%*		

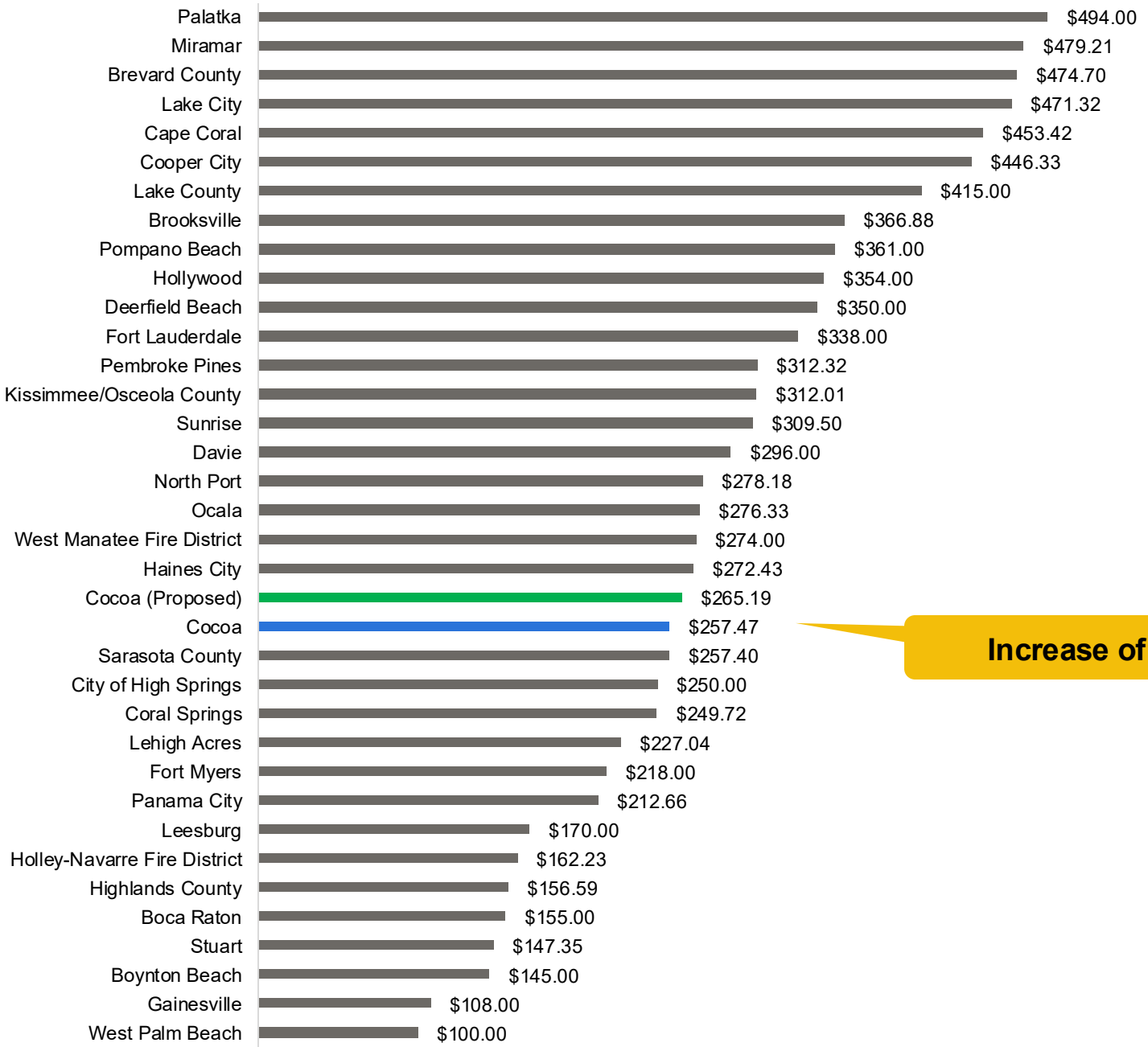
[1] Tier 1 equivalent billing units (EBUs) are equal to 5 acres of property size

[2] Tier 2 equivalent billing units (EBUs) are equal to $5,000 of structure value

[3] Collected revenue estimated at 95%

FY 2026

Residential Fire Assessment Fee Survey



3

Water/Sewer Utility Rate & Revenue Sufficiency Analysis

Key Planning Observations & Considerations

Objectives

- Determine if existing rate indexing plan is sufficient
- Develop a sustainable capital funding plan throughout the ten-year forecast

Observations

- Ensure revenue sufficiency meets costs of the Utility
- Validates the 2025 analysis = 4% annual rate indexing FY 2027 through FY 2035

Rate Drivers

- Cost inflation (operating and capital)
- Capital execution rate
- Balancing infrastructure needs and affordability

Financial Management Plan

Fund Cash Flow Needs:

- Recent inflation in operating and capital costs
- Continuous infrastructure reinvestment

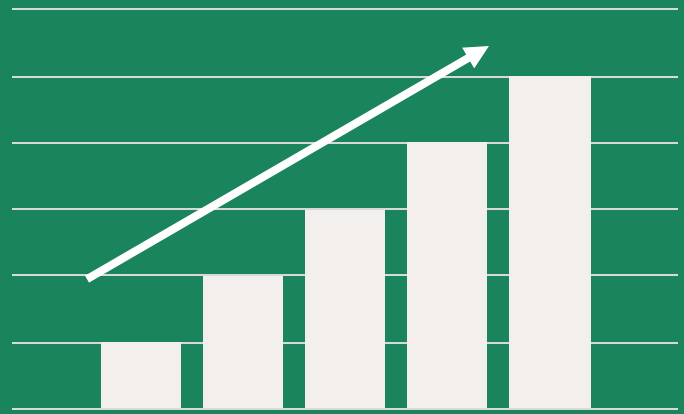
Operating Reserves:

- Minimum of 6-months of O&M expenses
- Cover disruptions in revenue or unforeseen expenditures

Debt Service Coverage:

- Net revenues at least 2X annual debt service
- Minimize future borrowing and maintain borrowing capacity
- Utilize potential grant funding for resiliency focused projects

Keys to Financial Sustainability



CITY OF COCOA, FL - WATER AND SEWER

Stantec

CALC | SAVE | CTRL | LAST | OVR

4% starting in FY 2028

0% in FY 2027

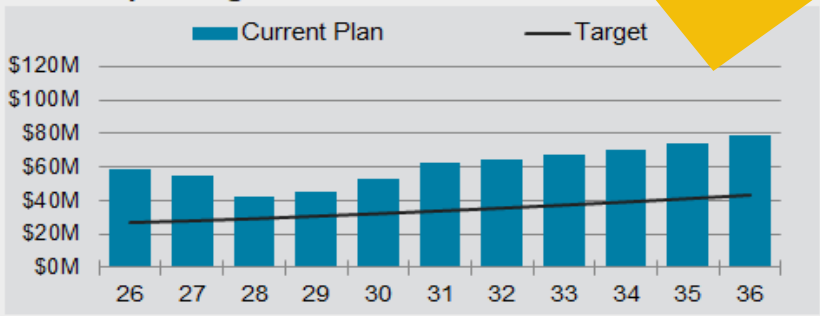
CIP execution

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2031	FY 2036
Water Rate Plan	4.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.97%	42.30%
Sewer Rate Plan	4.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.97%	42.30%
C	3.56	4.85	4.38	4.57	4.70	5.77	7.71	7.93	8.15	8.43	8.56	Scenario Manager	
CIP Execution %	100%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%		
Avg WS Bill (4 Kgal)	$ 89.52	$ 89.52	$ 93.08	$ 96.81	$ 100.69	$ 104.71	$ 108.89	$ 113.26	$ 117.78	$ 122.50	$ 127.39		

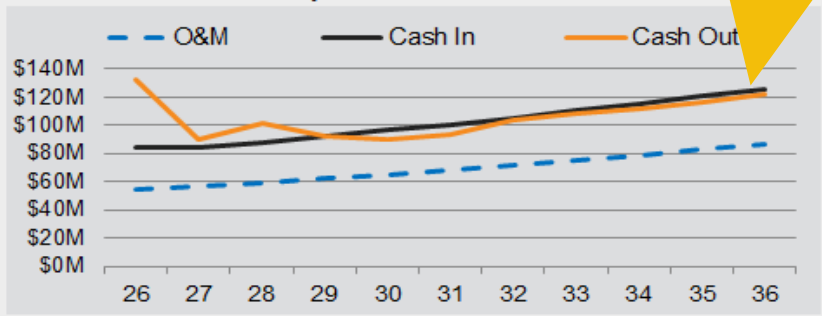
Maintains Reserves = 6-months of O&M

Structurally Balanced

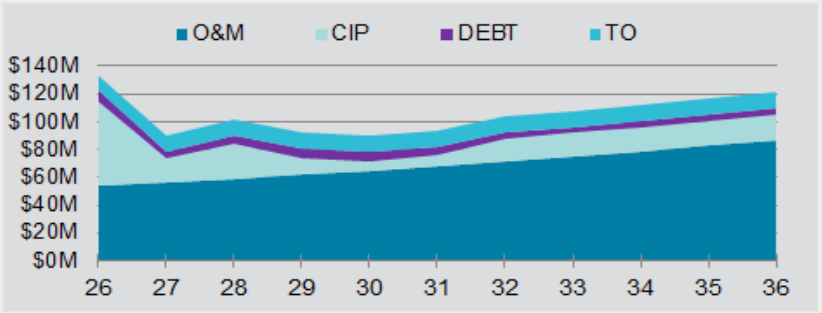
Operating Fund



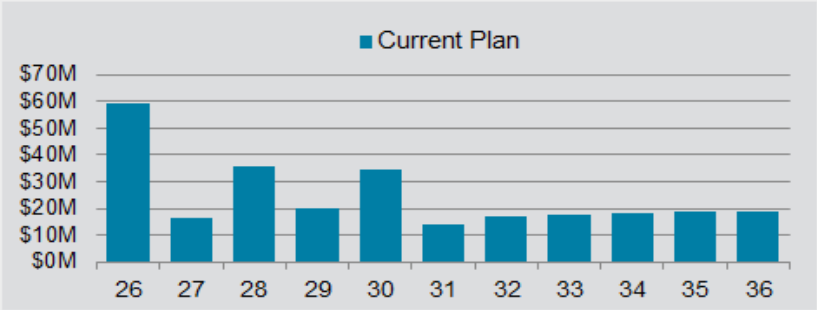
Revenues vs. Expenses



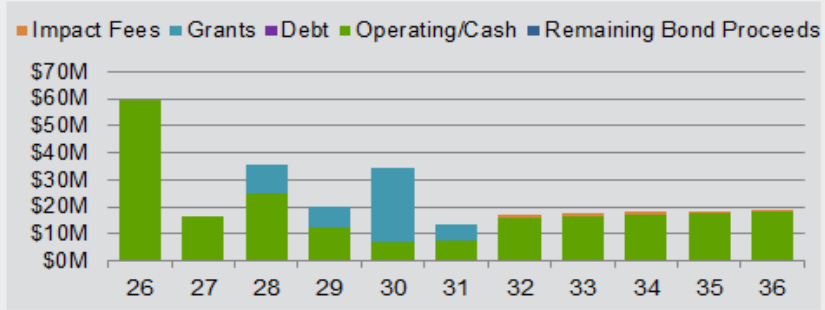
Expenses by Type



CIP Spending

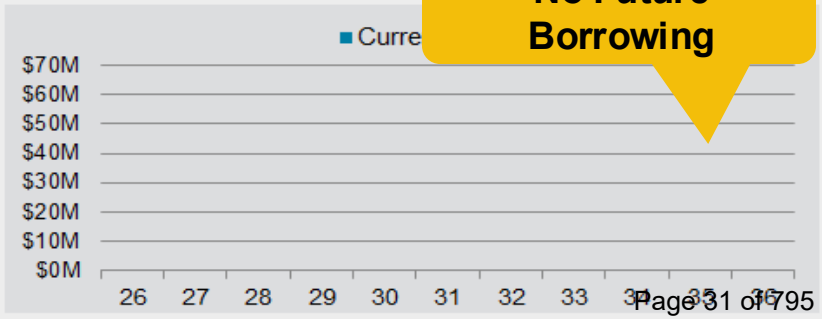


CIP Funding



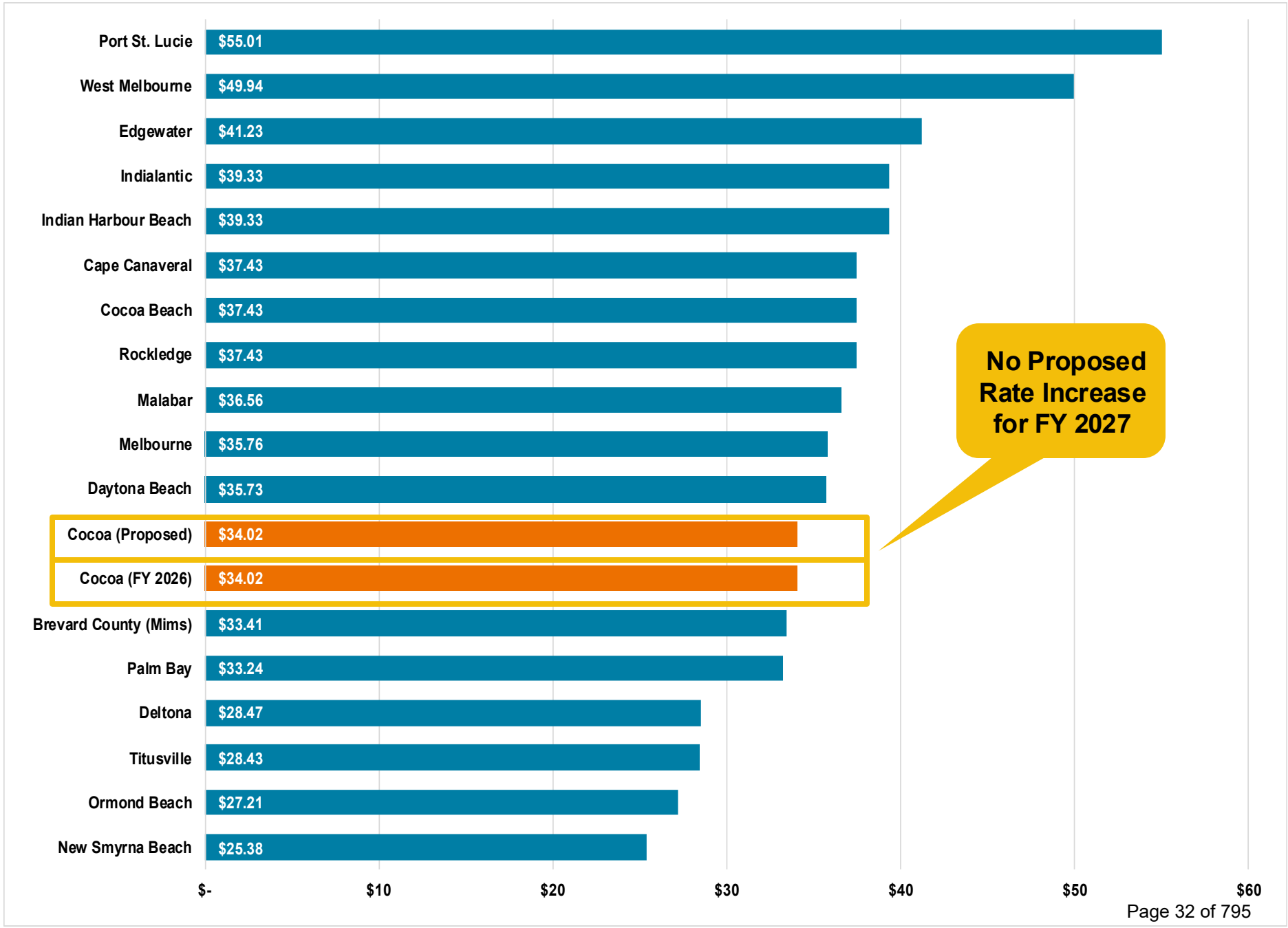
Borrowing

No Future Borrowing



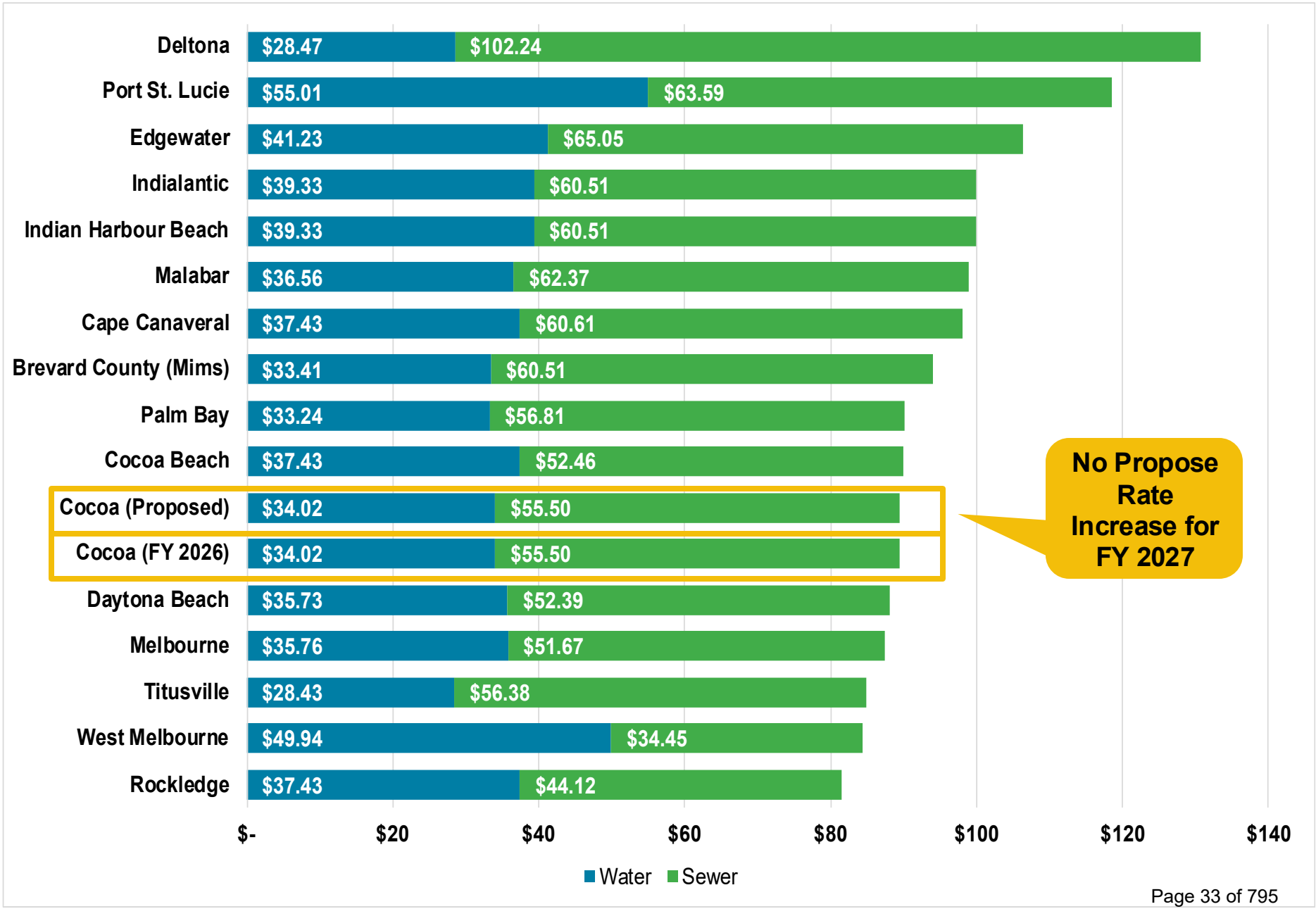
4,000 Gallons of Usage

Residential Monthly Water Bill Comparison



4,000 Gallons of Usage

Residential Water & Wastewater Monthly Bill Comparison



4 Stormwater Utility Forecast

Key Planning Observations & Considerations

Background

- Annual Revenue Sufficiency Analysis
- Includes 4-month O&M reserve (Approx. $500k)
- FY 2026 no rate increase
- Last plan included 4.0% increases FY 2027 through FY 2035

Observations

- Includes current operating levels per Proposed Budget
- Supports the average annual CIP spending of $1.0M

Rate Drivers

- Significant capital needs
- Planning for rehab and replacement of aging infrastructure

FAMS | City of Cocoa, FL — Stormwater Fund

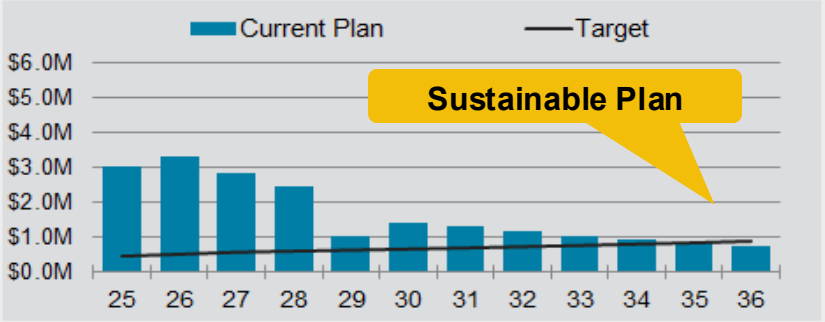
Stantec

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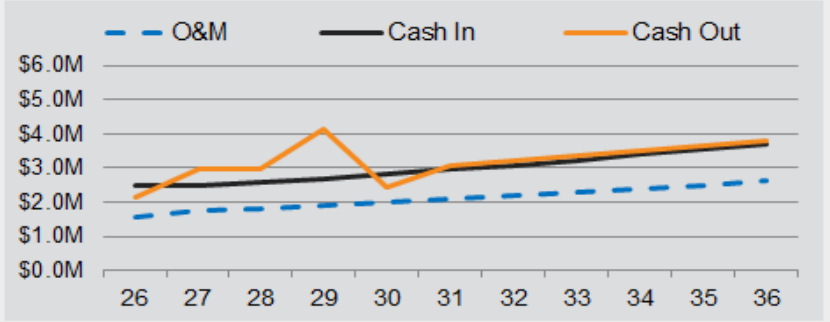
Reduced to 2% followed by 4% annual rate indexing

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2031	FY 2036
Revenue Adjustment Plan	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	19.33%	45.18%
Tier 1 SFR Assessment	$ 92.69	$ 96.39	$ 100.25	$ 104.26	$ 108.43	$ 112.77	$ 117.28	$ 121.97	$ 126.85	$ 131.92		
Tier 2 SFR Assessment	$ 142.58	$ 148.28	$ 154.21	$ 160.38	$ 166.79	$ 173.47	$ 180.40	$ 187.62	$ 195.12	$ 202.93		
Tier 3 SFR Assessment	$ 248.09	$ 258.02	$ 268.34	$ 279.07	$ 290.24	$ 301.85	$ 313.92	$ 326.48	$ 339.53	$ 353.12		
Annual $ Change (Tier 2)	*$2.80*	*$5.70*	*$5.93*	*$6.17*	*$6.42*	*$6.67*	*$6.94*	*$7.22*	*$7.50*	*$7.80*		

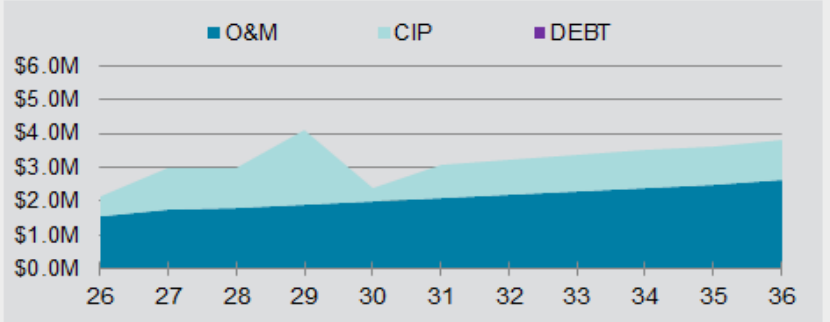
Operating Fund



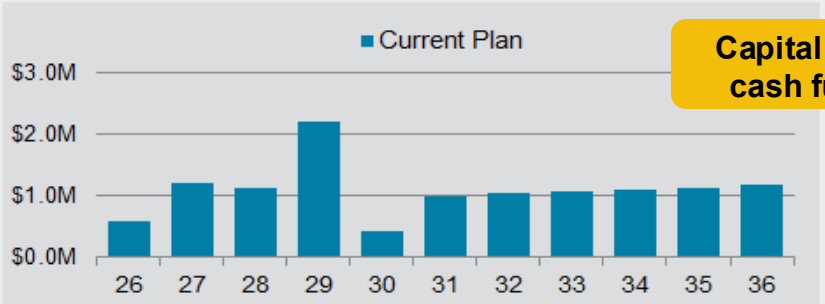
Revenues vs. Expenses



Expenses by Type

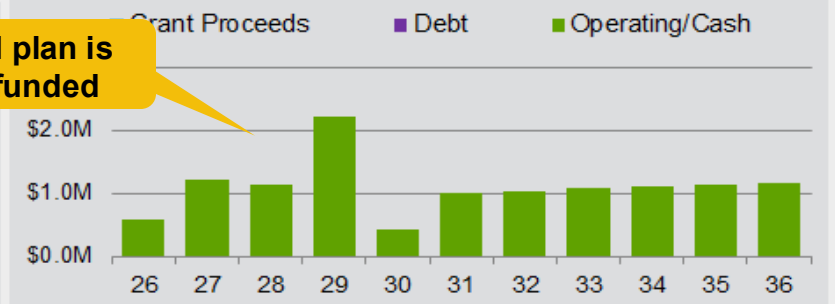


CIP Spending

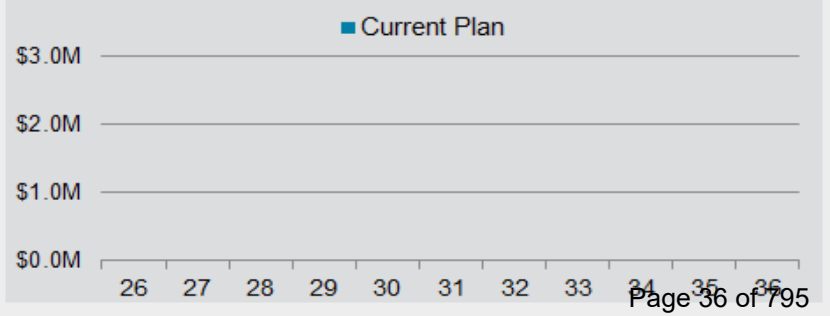


CIP Funding

Capital plan is cash funded

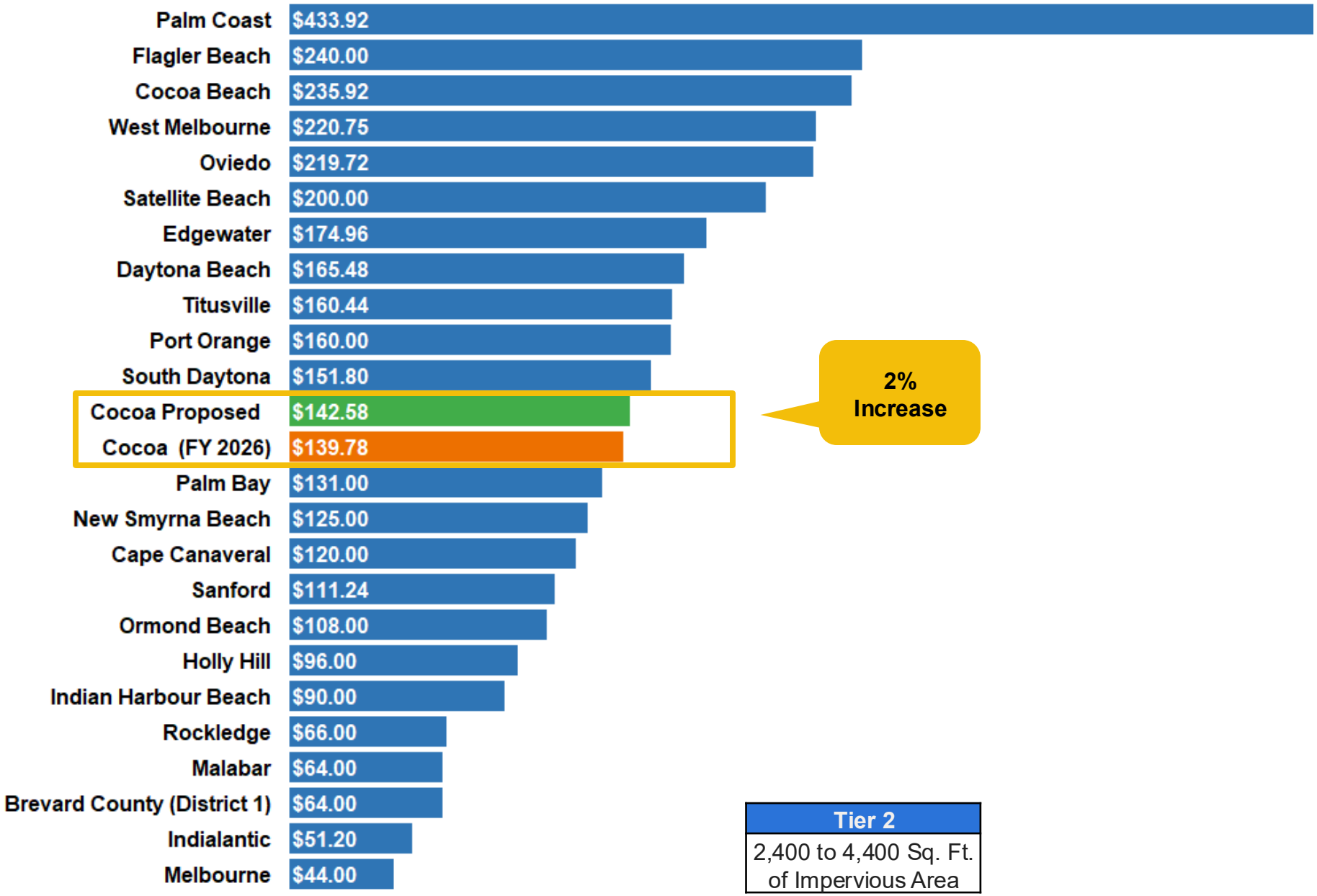


Borrowing



FY 2026

Annual Residential Stormwater Assessment Survey at 1 ERU (Tier 2)



Summary of Results



General Fund

No millage rate increase

Potential impact from tax reform



Fire Assessment

A 3% increase is recommended to keep up with costs



Water/Sewer Utility

No proposed rate increase followed by 4% annual rate indexing



Stormwater Utility Rate

2% increase followed by 4% annual rate indexing

Questions & Discussion



Peter Napoli
Senior Manager
Peter.napoli@stantec.com

Thank you



CITY COUNCIL

FY 2027 Budget Workshop

July 7, 2026

FY27 General Fund
Changes in Major Revenues

• Ad Valorem	$	699,139
• Local Option Gas Tax		76,000
• Franchise Fees		70,257
• Utility Service Taxes		342,934
• Special Assessment (Fire)		100,023
• Charges for Services		401,206
• State Shared Revenue		50,411
• Transfers :		
UT Fund ROI		913,332
UT Fund PILOFF		(133,223)
UT Cost of Services		528,601
New Revenue	**$**	**3,408,680**

FY27 General Fund
Changes in Significant Expenditures

• Capital Funding with Revenue	$ 2,077,653*
• Dispatch (Transfer to County)	(1,258,905)
• Salary Increases	1,100,150
• Operating Increases	2,144,938
• Health Insurance Increase	420,626
• TIF Transfer to the CRAs	101,617
Significant Increases/Expenditures	**$ 4,586,075**

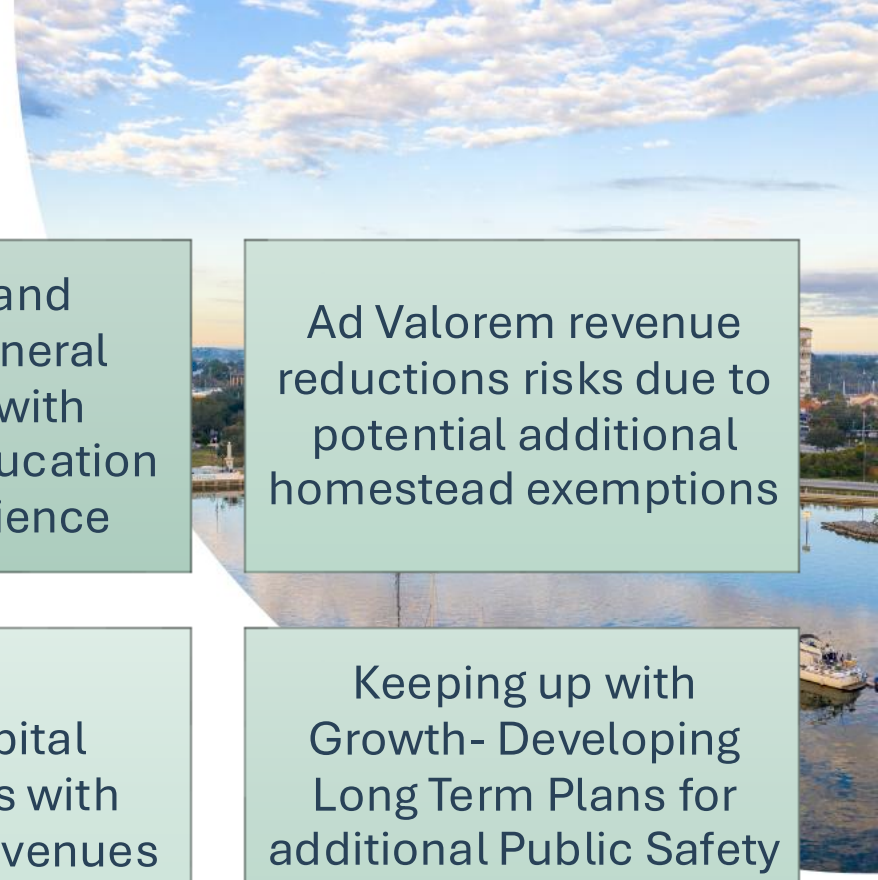
FY27 General Fund Major Capital Requests

Major Capital Requests	Expenditure
Public Works	
Annual Street Paving	$500,000
12 Yard Dump Truck	$200,000
HT Moore Center Exterior Wall Repair	$89,000
Safe Routes to School Signage	$62,500
Police Department	
(6) Vehicles	$365,05
IT Department	
City Phone System Upgrade	$104,667

FY27 Proposed Budget Vs. FY26 Adopted Budget

Fund	FY 2026 Adopted Budget	FY 2027 Proposed Budget	Variance	FY 2026 % Change (Total Budget)
Water/Sewer	$98,257,651	$105,007,312	$6,749,661	6%
General Fund	54,995,785	58,570,474	3,574,689	6%
W/S Renewal & Replacement	21,600,750	25,272,268	3,671,518	15%
W/S Restricted Assets	8,266,707	6,672,673	-1,594,034	-24%
Special Revenue	3,198,009	3,155,033	-42,976	-1%
Stormwater	2,401,815	2,826,347	424,532	15%
W/S Impact Fees	2,112,095	2,112,095	0	0%
Debt Service	1,461,869	1,467,429	5,560	0%
Worker's Compensation	1,260,917	1,262,459	1,542	0%
Building Permits	1,255,764	1,297,896	42,132	3%
Total City Budget	**$194,811,362**	**$207,643,986**	**$12,832,624**	**6%**

Challenges and Changes



- Technical Incident – Critical Infrastructure upgrades needed
- Recruiting and Retaining Personnel
- Recruiting and Retaining General Employees with Appropriate Education and/or Experience
- Ad Valorem revenue reductions risks due to potential additional homestead exemptions
- Utility Bill Reporting (inside vs. outside rates)
- Permit fees no longer allowed for certain projects valued under $7,500.
- Funding Capital Requirements with Reoccurring Revenues
- Keeping up with Growth- Developing Long Term Plans for additional Public Safety Staff and Infrastructure
- Budget Reduction Exercise
- Fire Department Overtime

FY27 Changes to Millage Rate Voting

Rule 22-640 – effective as of June 24th changes millage rate voting

- A 110% increase above rollback now requires a 2/3 vote
- Anything more than 110% requires a unanimous vote



Council Discussion





Public Input





City Request



- Council to approve a proposed millage rate of 6.9532
- Council to approve proposed rates for:
  - Water/Sewer Rates
  - Stormwater Assessments
  - Fire Assessments



QUESTIONS

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

☎ **(321) 433-8626**

RBowman@cocoafl.gov

www.CocoaFL.gov

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PUBLIC WORKS DEPARTMENT
155 N. WILSON AVE.




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WELCOMES YOU



CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2026
Agenda Date:	September 8, 2026
File ID:	2026-792
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the July 14, 2026 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 July 14, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 14, 2026

A Regular City Council Meeting was held on Tuesday, July 14, 2026, 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 6:00 p.m.

Rico Jackson provided the invocation, and Cocoa Works Summer Interns led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Roderick Moore, Deputy Fire Chief; Evander Collier, Police Chief; Katie Ennis, Deputy Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Jennifer Webster, Planner; Luci Ribeiro, Planner; Mitch Lawyer, Interim Chief Technology Officer; David Grissom, Helpdesk Support Tech; Cindy Paulin, HR Technician; Jaime Brauderick,

Public Information Officer; and Colleen Grady, City Manager's Administrative Secretary.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 14, 2026. (2026-443).

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins 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: Special Meeting of April 21, 2026. (2026-444).

3. Minutes: Regular Meeting of April 28, 2026. (2026-615).

4. Minutes: Special Meeting of April 29, 2026. (2026-616).

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to approve the April 21, April 28 and April 29, 2026 meeting minutes 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 of the City of Cocoa's 2026 "Cocoa Works" Summer Youth Employment Program. (2026-576). (HR Director)

Mr. Stinnett shared photos of the interns over the course of their five-week employment program and provided each participant with a certificate of completion.

2. Update of the Grant Management Services Agreement with Merchant McIntyre and Associates LLC. (2026-436). (Communications & Econ. Dev. Director)

A presentation was given by Katie Peterson and Fiona McLeod with Merchant McIntyre Associates to give a partnership update on assisting with grants and the City's federal funding portfolio.

IV. Delegations:

Mr. Paul Kamus, 116 Olive St., Cocoa, shared that he'd like to talk about the property tax reform. He encouraged everyone to vote in November if they can.

He also wished to share a safety concern that he has. Along Forrest Avenue, between Mitchell and Parkway streets, there are some old railroad ties that are protruding out onto the sidewalk and he sees a lot of people on e-bikes traveling through the area. He is worried that someone might get hurt and asked if someone can check it out.

Carmen Wilkes, 606 Johnson St., Cocoa, shared that she has safety concerns for the children and elderly who live along her block. On the east end of Bernard Street there is a resident who spins the wheels of his mustang and creates a lot of disturbance. She asked if they could have more police presence or have speed humps or flashing signs installed on Johnson Street and Bernard Street.

Bryce Rogers, 301 Forrest Ave., Cocoa, thanked Council and staff for their support of their project. He feels very fortunate to have worked with such a cohesive team at the City. This project means more to them than just development and he is looking forward to continuing his partnership with the City.

He elaborated that they are converting the old Dixie Motel into Cocoa Flats which will be an affordable place for people to live.

Errol Gilmore, 805 Temple St., Cocoa, shared that on June 1, 2026 he and his wife purchased their first home on Temple Street, which is the second phase of the Michael C. Blake subdivision project. He added that he and his wife completed the first time home buyers course and were approved for purchase through their own lender. Once Lennar found out that they would not be using their finance department, they became very nasty and unprofessional and he wished to talk about his experience with them to try and help the next home buyer.

Mr. Gilmore spoke in detail of his experience with Lennar, adding that they tacked on extra fees that they were not aware of because they did not use their financing. They were finally able to close on their house but the experience with Lennar was disappointing.

Josue Otero, Cocoa resident, shared that he has been walking through his District and talking to people. Some of the biggest issues he is hearing about are multiple cars being parked on lawns and dogs being allowed to roam into other people's yards.

City Manager Whitten shared that Mr. Otero is a member of the Code Board and he would advise that he not speak about upcoming code cases that will be presented to the Code Board.

Attorney Garganese offered his opinion, noting that if Mr. Otero's comments are related to any code cases that he refrain from speaking on them and allowing the Code Board its due process.

Mr. Otero stated that he is not speaking about any issue in particular and pointed out that he did not mention any neighborhoods or addresses but would ask that the City offer more police presence in the District.

Bettye Kelley, 338 Bay Ave., Brevard County. She has an issue with a dangerous situation taking place on the corner of School St. and Pineda St. There is a large SUV that is parked there that is blocking the view of the road if you are trying to make a turn. It is very dangerous and someone could get hit by a car there. She asked if someone could do something about it.

V. Consent Agenda:

1. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022, through August 31, 2027, to Purchase a Trane Tracer SC+ & Synchrony Architecture which includes One (1) Trane Tracer SC+ System Panel with associated device licenses, Two (2) Trane Symbio 500 BACnet Controllers (CCP Controllers), and Eight (8) Trane Symbio 210 BACnet Controllers (VAV Controllers) from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant in the amount of $44,984; To Approve a Resolution Amending the FY2026 Budget, BAF# 26-064-T, To Reallocate Funds to Purchase Tracer SC+ & Synchrony Architecture from Trane®. To Approve a Contingency Resolution in the amount of $9,016 for any unforeseen costs related to this project for a total project amount of $54,000. (2026-395). (Public Works Director)

2. Approve the Unity of Title (Lot Aggregation) for Lots 9 & 10 Oxbow Circle. (2026-417). (Planner)

3. Approve Change Order #2 to Purchase Order 84298 for Ring Power in the amount of $30,000.00 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed $166,768.84. (2026-435). (Utilities Director)

4. Approve a multi-year contract amendment and extension to the piggyback agreement utilizing Volusia County Contract No. 22-B-119AK for the cleaning, repair, and inspection of firefighter personal protective equipment (PPE); acknowledge the corporate assignment from Florida PPE Services to Lion TotalCare, Inc.; extend the contract term through January 27, 2027; and authorize the City Manager to execute all related agreements and amendments. (2026-389). (Fire Chief)

5. Approve a Resolution amending the City of Cocoa Purchasing Manual (v2, June 2026) to update certain sections establishing a pre-qualification procurement Method for large-scale, complex construction projects in conformance with Section 255.20, Florida Statutes. (2026-437). (Finance Director)

6. Authorize the Civic Center roof replacement project utilizing the Continuing Roofing Contracting Services Contract No. RFQ-6-22-13 with Tech Systems Inc. in the amount of $105,491.61; approve BAF 2026-063A; adopt Contingency Resolution 2026-xxx authorizing the City Manager to execute future-project related amendments up to an additional $10,550 with a maximum project cost of $116,041.61 and authorize the City Manager to execute all related agreements and purchase orders. (2026-506). (Public Works Director)

7. To Approve BAF #26-076-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Chemical Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020- 536.52-00. (2026-514). (Utilities Director)

8. Council approval to change the date of a previously Council-approved road closure, SBS Sports LLC Cocoa International Half Marathon, from Saturday, September 12, 2026 to Sunday, September 13, 2026. (2026-515). (Communications & Econ. Dev. Director)

9. Authorize the City Manager to Execute All Forms, Agreements, and Documents with Patrick Space Force Base for Design and Construction of the Pineda Causeway Phase 2 Water Main Design and Installation Projects. (2026-522). (Utilities Director)

10. Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024, Renewed through July 31, 2026; and To Authorize a Budgeted Expenditure for these Services not to Exceed $180,467. (2026-526). (Utilities Director)

11. Authorize an increase to the current authorized budget allocation for PDCS, LLC for Fire Inspection Services, Plan Review, and Community Risk Reduction Services from $200,000 to $381,076 for FY26; approve BAF 26-079-T transferring an additional $46,700 within the Building Permits Fund to cover building permit-related inspections; authorize the City Manager to approve additional increases to the authorized budget allocation for PDCS, LLC and related budget transfers (if necessary) to $400,000 for FY26. (2026-533). (Fire Chief)

12. Approve the proposed Fiscal Year 2027 benefit renewals for medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements. (2026-546). (HR Director)

13. Approve participation in a cooperative purchasing agreement with Trane, utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the upgrades of the City Hall HVAC system in an amount not to exceed $280,662; to approve a Resolution amending the FY2026 budget (BAF# 2026- 78-A) to reallocate funds for this project; to approve a project contingency of $7,076 for a total authorized project amount of $287,738; and authorize the City Manager to execute any related agreements, amendments and purchase orders necessary to complete the project. (2026-554). (Public Works Director)

14. First Amendment to the Development Agreement – Sanctuary at Cocoa. (2026-559). (Planner)

15. Renewal of Interlocal Agreement with Brevard County for Distribution of Save Our Indian River Lagoon Infrastructure Surtax Revenues. (2026-472). (Public Works Director)

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn 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. Conduct the Final public hearing on the proposed FY2026/2027 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (2026-525). (Community Services Director)

Ms. Neuterman provided a brief background of the item and added that staff recommends approval of the FY2026/2027 Action Plan and Citizen Participation Plan for Submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve the FY2026/2027 Action Plan and Citizen Participation Plan for Submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. PZ 26-00500001 Ordinance No. 08-2026 Grissom Pkwy 1.29 Acres Comprehensive Plan / Future Land Use Map Amendment 1st Reading. (2026-555). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 08-2026 and read the title into the record as follows:

ORDINANCE NO. 08-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 1.29 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster provided a presentation[1]. She explained that this is a citizen-initiated request. Staff has determined that the Future Land Use change will not negatively impact the City's budget, but will contribute positively to the City's economic base by expanding job opportunities and supporting local business activity. Preliminary analysis has shown that the City of Cocoa can provide the same level of service provided to other City residents and businesses.

Additionally, it will not adversely impact the environment, or historical resources of the City (a Phase 1 ESA will be required). Overall, the amendment aligns with the City of Cocoa's industrial character and supports orderly, compatible development as part of the existing Industrial City land use.

[1] Exhibit A: ORD 08-2026 Future Land Use Map/Comprehensive Plan Amendment

Ms. Webster noted that there is a condition which is that this Future Land Use Map/Comprehensive Plan Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa, Ordinance 07-2026.

Therefore, staff requests that the City Council approve, with conditions, this First Reading of Ordinance 08-2026, changing the future land use map designation of the real property from Brevard County "Residential 4" to City of Cocoa "Industrial."

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve Ordinance 08-2026 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. PZ 26-02100001 Ordinance No. 09-2026 Grissom Pkwy 1.29 Acres Zoning Map Amendment 1st Reading. (2026-556). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 09-2026 and read the title into the record as follows:

ORDINANCE NO. 09-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.29 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a presentation[2]. She noted that this ordinance goes hand in hand with Ordinance 08-2026 so much of the presentation will be repetitive.

[2] Exhibit B: ORD 09-2026 Zoning Map Amendment

She shared the conditions, which are as follows:

1. The approval of this Zoning Map Amendment Ordinance shall be conditioned upon the adoption of Ordinance No. 07-2026 (Annexation), and this Ordinance shall not become effective unless and until Ordinance No. 07-2026 is adopted by the City Council. Should Ordinance No. 07-2026 ***not*** become effective, then this Ordinance to Rezone shall become null and void.

2. This Ordinance shall also only become effective immediately upon the effective date of Ordinance No. 08-2026 (the Future Land Use Map/Comprehensive Plan Amendment), as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 08-2026 does ***not*** become effective, then this Ordinance to Rezone shall become null and void.

Ms. Webster stated that staff requests that City Council approve, with conditions, this First Reading of Ordinance 09-2026, changing the zoning map designation of the real property from Brevard County “General Use” to City of Cocoa “M-2 (Manufacturing and Industrial District).

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve Ordinance 09-2026 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. PZ26-00600001 Ordinance No. 07-2026 Grissom Pkwy 1.29 Ac Parcel Annexation 2nd Reading (POSTPONE to date certain of July 28, 2026 Council Meeting at 65 Stone St, Cocoa, FL at 6pm). (2026-557). (Planner)

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to postpone the item to the July 28, 2026 City Council meeting at Cocoa City Hall, 65 Stone St., Cocoa, FL beginning at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. 3600 Grissom Pkway Comp Plan Amendment (POSTPONED). (2026-570). (Planner)

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Weeks to postpone the item to the August 11, 2026 City Council meeting at Cocoa City Hall, 65 Stone St., Cocoa, FL beginning at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve a Resolution adopting the Amended State Fiscal Year (SFY) 2025- 2028 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the Final SHIP LHAP with amendments in accordance with SB594 that was adopted on July 1, 2026, to the Florida Housing Finance Corporation for approval. (2026-580). (Community Services Director)

Ms. Neuterman explained that the State of Florida requires jurisdictions receiving State Housing Initiatives Partnership (SHIP) funds to submit a three (3) year Local Housing Assistance Plan (LHAP) for the implementation of local housing assistance and incentive strategies that create or preserve affordable housing. The LHAP is required to be submitted to the Florida Housing Finance Corporation (FHFC) for review and State approval and adopted by City Council.

On June 26, 2026, Governor DeSantis signed SB 594 into law (effective July 1, 2026). This new law becomes part of the SHIP program moving forward. This imposes new requirements for the SHIP program beginning with fiscal year 2026-2027. The changes are related to mobile homes and parks and requires every LHAP to include a strategy to address manufactured housing (mobile homes).

The new strategy must include:

1. Relocation assistance for owners/tenants who have been evicted due to a closure of a mobile home park

2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months

3. Rehabilitation/emergency repairs

4. Repeals the SHIP 20% requirement for manufactured housing

The City is not mandated to expend funds on these strategies, but they have to be included in the LHAP effective for fiscal year 2026-2027 and beyond. Based on the limited funds the City receives from SHIP, the priority is still assisting homeowners with rehabilitating their homes.

The estimated funding for SFY2026-2027 will be approximately $149,712, an increase of approximately $2,500 annually and allocated in July of each State Fiscal Year.

The strategies established in this SHIP LHAP include the following:

1. Manufactured Housing (Mobile Homes) with a $0 dollar award (new for 2026/2027)
2. Owner Occupied Rehabilitation with a maximum award of $74,999
3. Demolition/Reconstruction with a maximum award of $250,000
4. Disaster Assistance with a maximum award of $15,000
5. Emergency Repairs with a maximum award of $20,000
6. Foreclosure Prevention with a maximum award of $5,000

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to approve a Resolution adopting the Amended State Fiscal Year (SFY) 2025-2028 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the Final SHIP LHAP with amendments in accordance with SB 594 that was signed into law on July 1, 2026, to the Florida Housing Finance Corporation for approval. Authorize the Mayor to sign all supporting documents.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Request to Review and Approve Developer's Proposed Revisions to the Residential Architectural Elevations for the Windward Preserve PUD. (2026-558). (Planner)

Ms. Ribeiro explained that the developer submitted a series of architectural elevations for Council's review. These elevations became part of the development entitlement and established the architectural character intended for the community.

Taylor Morrison, the developer of Windward Preserve, has since updated its residential homes portfolio and is now formally requesting that the City Council consider a new set of architectural elevations as a replacement for the eight previously approved models: Aruba, Saint Thomas, Grenada, Barbados, Bonaire, Sand Key, Saint Croix, and Amelia.

Ms. Julie Salva, with Taylor Morrison, provided a presentation[3] to show their new home elevations.

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve the additional elevations.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

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. (2026-534). (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. (2026-535). (Finance Director)

3. FY 2026 May Budget Adjustment Report. (2026-536). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-617). (City Clerk)

X. Reports:

City Manager Whitten shared that he would like to circle back around to the comments made under Delegations regarding Lennar. He explained that he was made aware of

[3] Exhibit C: Taylor Morrison Windward Preserve New Home Product Submittal

some of the issues going on, particularly with Mr. Gilmore's experience, and he has personally reached out to the builder to address any concerns.

He reminded Council that while the City does not have any control over the builder's fees, the City does have a development agreement with them and there are certain requirements that have to be met.

Councilmember Weeks shared that as a realtor, this is a common occurrence. If a buyer does not use the builder's preferred lender, they may not receive the incentives that they would have if they used them instead of their own lender.

Llyod Roberts with Endeavor Elementary, invited everyone to Endeavor's Sports Camp. There is two days left and he would love if Council could stop by or volunteer. He is looking forward to doing a similar program over spring break and next summer.

Mayor Blake shared photos from events he recently attended, including a Police Officer Swearing-In Ceremony, a 62nd wedding anniversary he attended for the Shelton family, a tour he took of a lighthouse in Cape Canaveral, the Fourth of July celebration at Riverfront Park, a Youth Summit in Cocoa, and a few other events.

Councilmember Hearn shared photos from events he attended over the last several weeks including a CPR course, a visit he made to a new boxing facility in District 2 called Mighty Hands, a tour of Space X, a summit he attended for mental health for young men, and his neighborhood meet up event that he hosted.

He thanked the Fire Department for stopping by his event and giving back to the community. He also thanked Ms. Morgan and her department for fixing up some of the sidewalks in his District. His constituents also appreciate it.

Deputy Mayor Goins mentioned that he would like to have handprints painted around the outside of the court at Anderson Park. He feels this would be fun for the kids and he along with Councilmember Hearn will purchase the paint.

City Manager Whitten shared that staff has also discussed this and they just need to figure out what kind of paint needs to be used and how to protect the handprints.

Deputy Mayor Goins also shared photos from events he recently attended, including a new development tour he took in Cocoa Beach, a track meet his son participated in in Jacksonville, and some information for upcoming events.

Councilmember Weeks shared that she did a 5k in Washington DC and shared photos. She attended a conference while she was there as well.

She added that they released four redtail hawks in the Cocoa Conservation Area and shared photos of that as well. Additionally, she shared photos of the Fourth of July celebration at Riverfront Park.

XI. Adjournment:

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to adjourn the Regular meeting of July 14, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:30 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

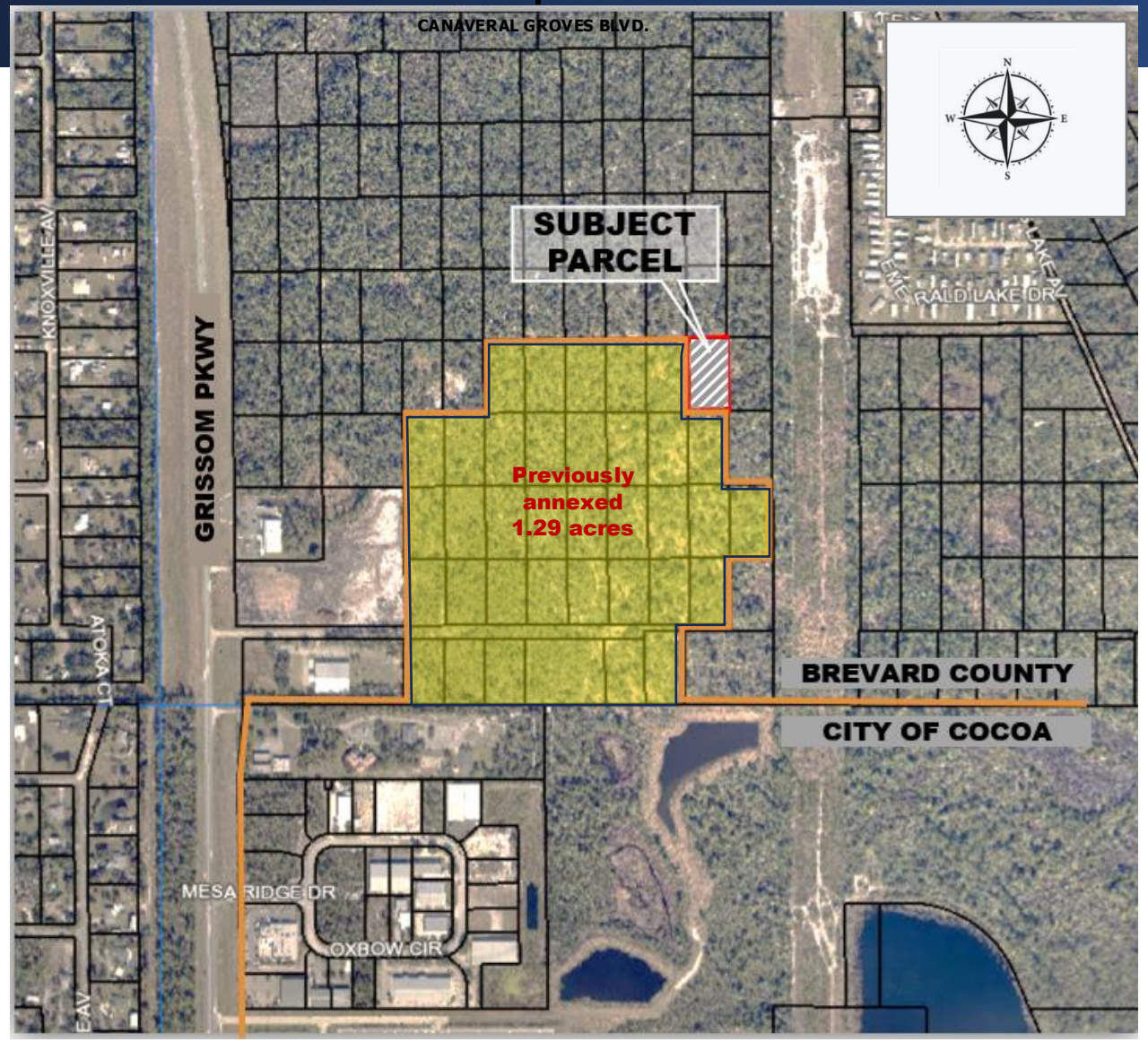
Monica Arsenault, CMC, City Clerk

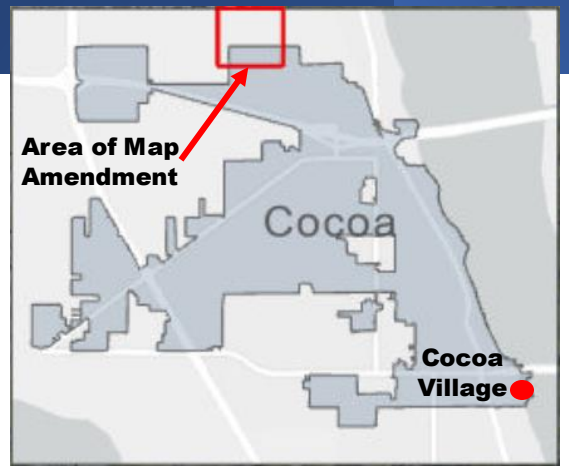
ORD 08-2026
FUTURE LAND USE MAP / COMPREHENSIVE PLAN AMENDMENT
For
GRISSOM 1.29 Acres
1st READING

COCOA FLORIDA

GRISSOM 1.29 ACRES FLUM/CPA
Location Map

COCOA
FLORIDA





"Subject Parcel"

- **Applicant Initiated**
- **1 parcel**
- **1.29 ac +/-**

Request FLU Change

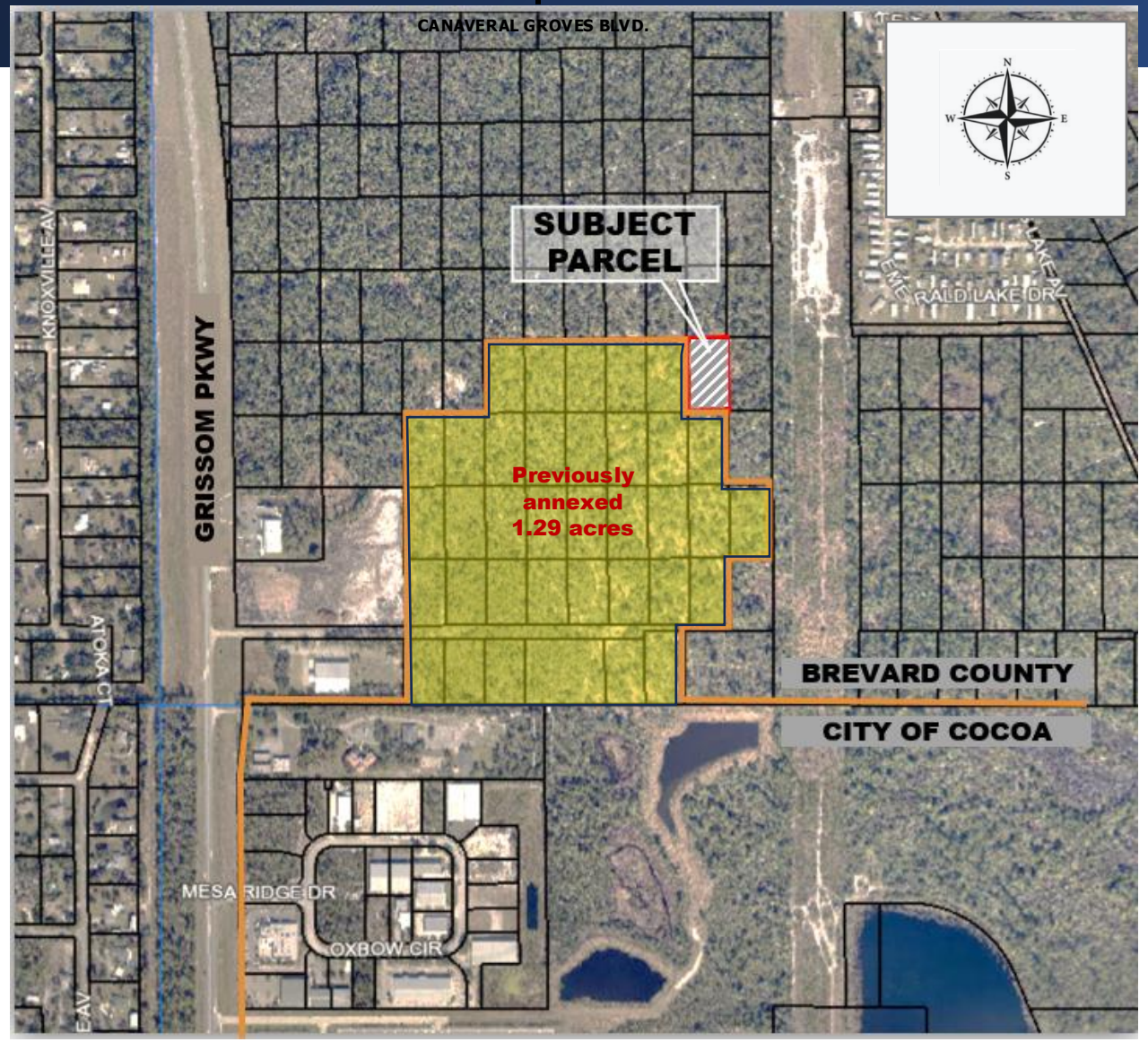
County RES4	→	IND
Residential – 4 du/ac		Industrial

ORD. 09-2026 Zoning Map Amendment

ORD. 07-2026 Grissom 1.29 Ac Annexation

GRISSOM 1.29 ACRES FLUM/CPA
Location Map

COCOA
FLORIDA



Voluntary Annexation, Rezone, CPA

Reason for Requests:

- Parcel is in City of Cocoa Wastewater Service Area
- Per Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers
- Western and Southern border adjacent to new City of Cocoa Northern M-2 District Boundary







Applicant: Alex Goetz with KPM Franklin

Owners: SDH Cocoa BP LLC

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

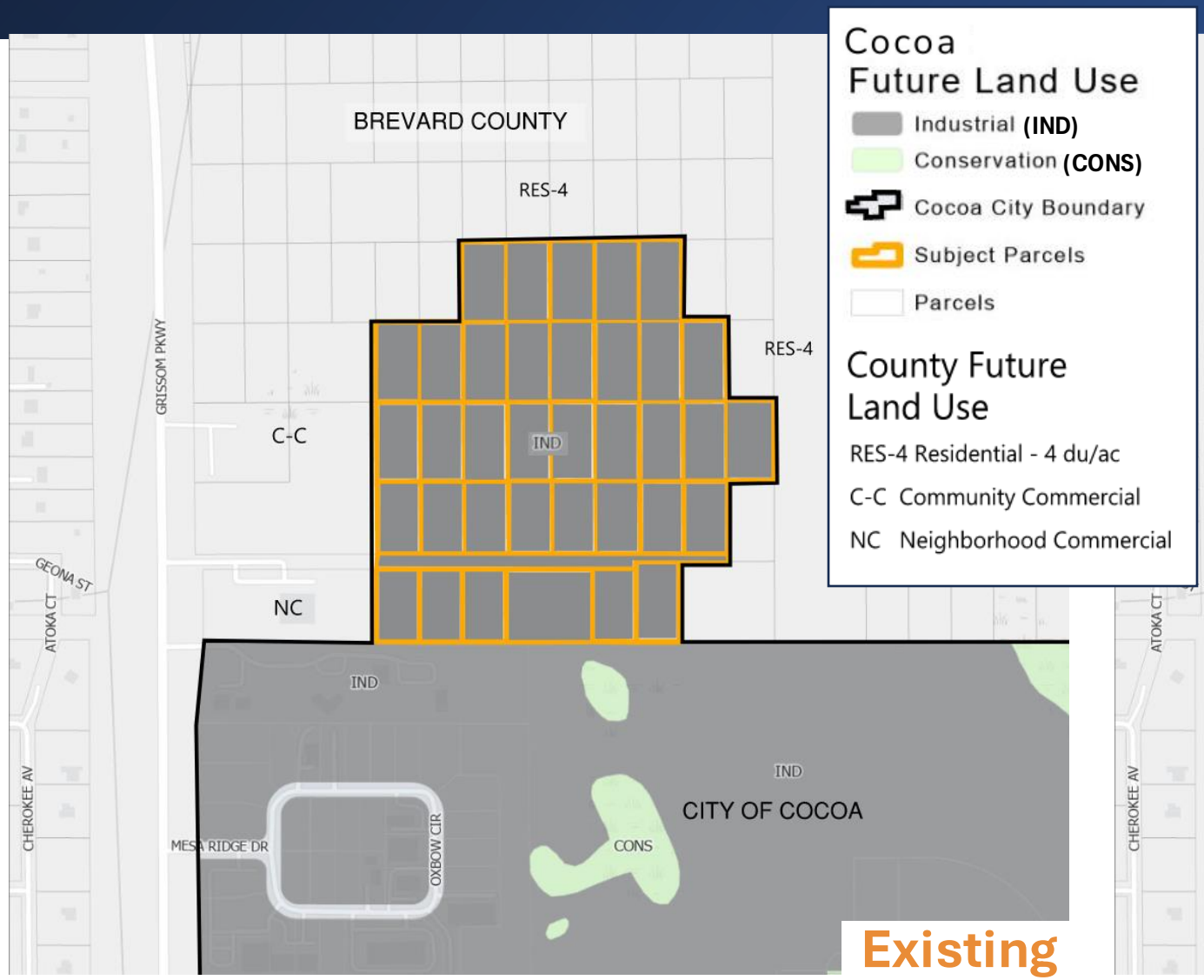
PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY.

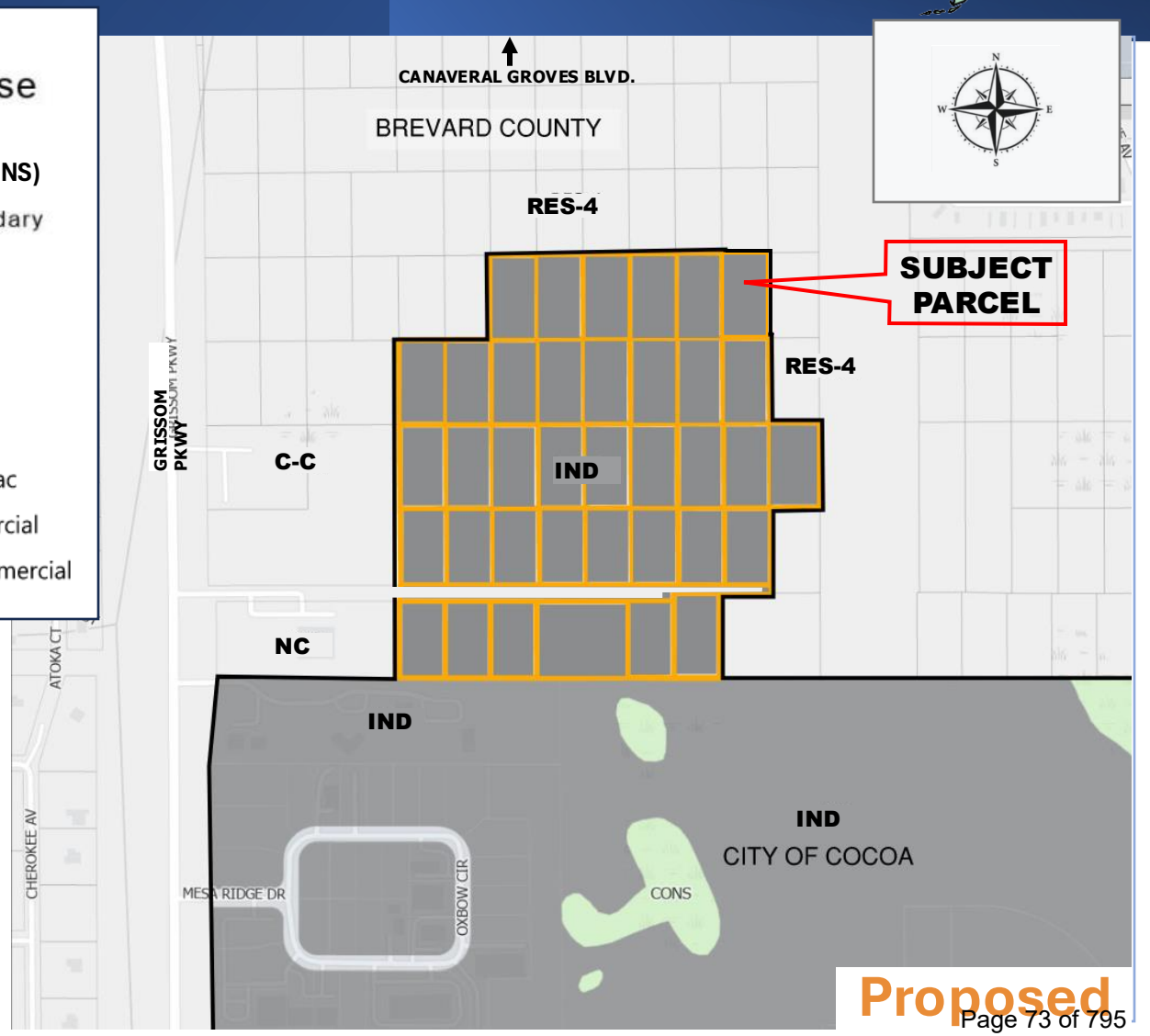
KPMFrankl

GRISSOM 1.29 ACRES FLUM/CPA
Background: Future Land Use Map

COCOA
FLORIDA



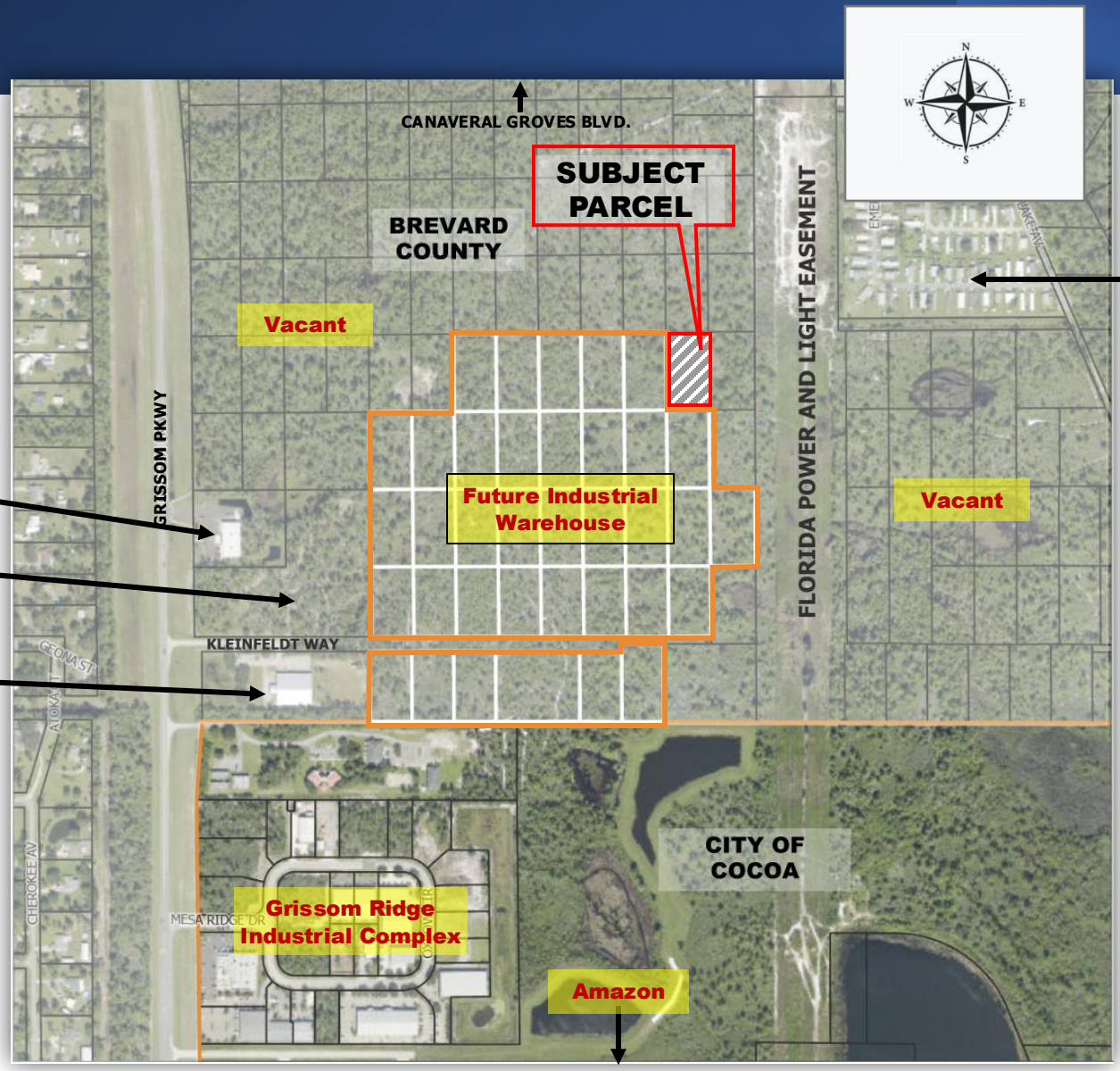
Existing



Proposed

GRISSOM 1.29 ACRES FLUM/CPA
Surrounding Property Uses

COCOA



GRISSOM 1.29 ACRES FLUM/CPA Analysis

COCOA
FLORIDA

The Planning & Zoning staff report covers the analysis per Chapter 15 , Article II, Sections 15-10 and 15-11, for compliance with the Comprehensive Plan to determine impact to City **budget and economy, levels of service, environmental impact, neighborhood compatibility, & housing accessibility.**

Determination:

- Future Land Use change will not negatively impact the City's budget, but **will contribute positively to the City's economic base** by expanding job opportunities and supporting local business activity
- Preliminary analysis has shown that the City of Cocoa can provide the **same level of service provided to other City residents and businesses**
- **Will not adversely impact the environment**, or historical resources of the City (a Phase 1 ESA will be required)
- Overall, the amendment **aligns with the City of Cocoa's industrial character** and supports orderly, compatible development as part of the existing Industrial City land use.

GRISSOM 1.29 ACRES FLUM/CPA Comprehensive Plan

COCOA FLORIDA

Consistency with the City of Cocoa Comprehensive Plan

- ***GOAL 1.1:*** ***Create and maintain a broad range of land use activities.***
- ***Policy 1.1.2.10: Industrial (IND).*** *Industrial areas shall be regarded as* ***appropriate for activities associated with industrial development,*** *which can include materials processing, materials assembly, product manufacturing, and storage of finished products.*
- ***Objective 1.3.1: Economic Base Enhancement.*** *The City of Cocoa shall seek to* ***establish and maintain a stable and growing economic base*** *through strategic incentive programs and diversification of the economy.*

FIGURE FLU-1
STANDARDS FOR FUTURE LAND USE CATEGORIES

	Industrial
Maximum Intensity/ Density	1.50 FAR
Allowable Uses[10]	Industrial and Commercial[6]
Minimum Transportation Access	2 lane collector 2 lane arterial
Applicable Zoning Districts	M-1 and M-2
Maximum Impervious Surface Ratio	.75

GRISSOM 1.29 ACRES FLUM/CPA
Conditions and Recommended Motion

COCOA
FLORIDA

Condition: This Future Land Use Map/Comprehensive Plan Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa, Ordinance 07-2026.

PRIOR ACTION:

July 1st 2026, Planning and Zoning Board unanimously approved Ordinance 08-2026.

THEREFORE,

- Staff requests that the City Council **APPROVE, WITH CONDITIONS,** this First Reading of Ordinance 08-2026, changing the future land use map designation of the real property from Brevard County “Residential 4” to City of Cocoa “Industrial.”

THANK YOU

~ ~ ~

QUESTIONS?

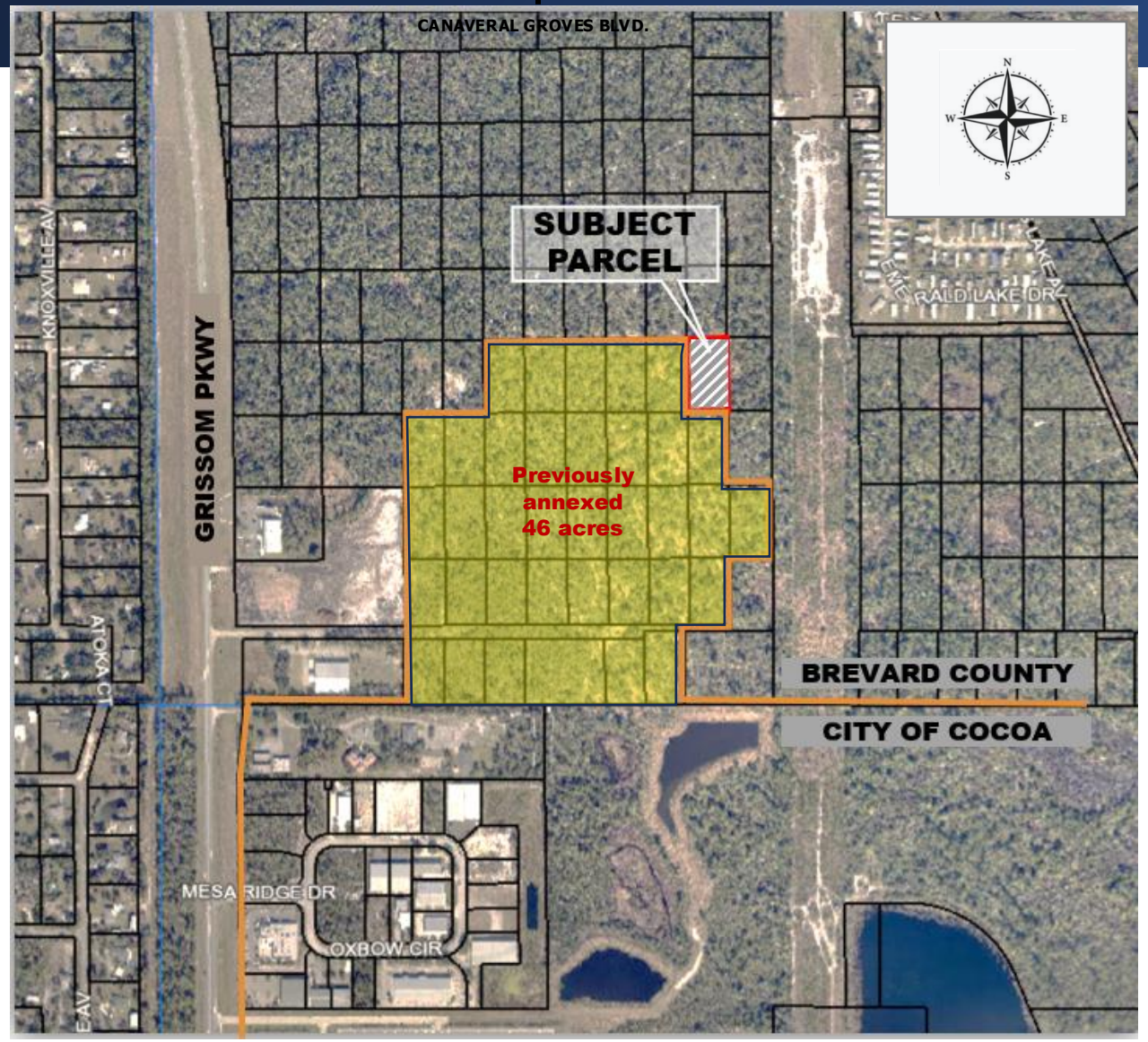
COCOA FLORIDA

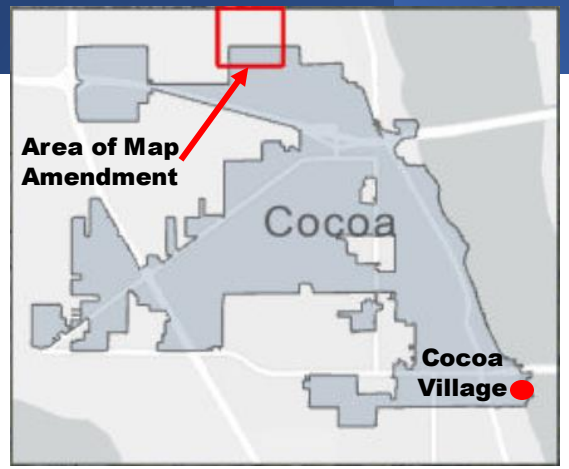
ORD 09-2026
ZONING MAP AMENDMENT
For
GRISSOM 1.29 ACRES
1ST READING

COCOA FLORIDA

GRISSOM 1.29 ACRES ZMA
Location Map

COCOA
FLORIDA





"Subject Parcel"

- Applicant Initiated
- 1 parcel
- 1.29 ac +/-

Request to Rezone

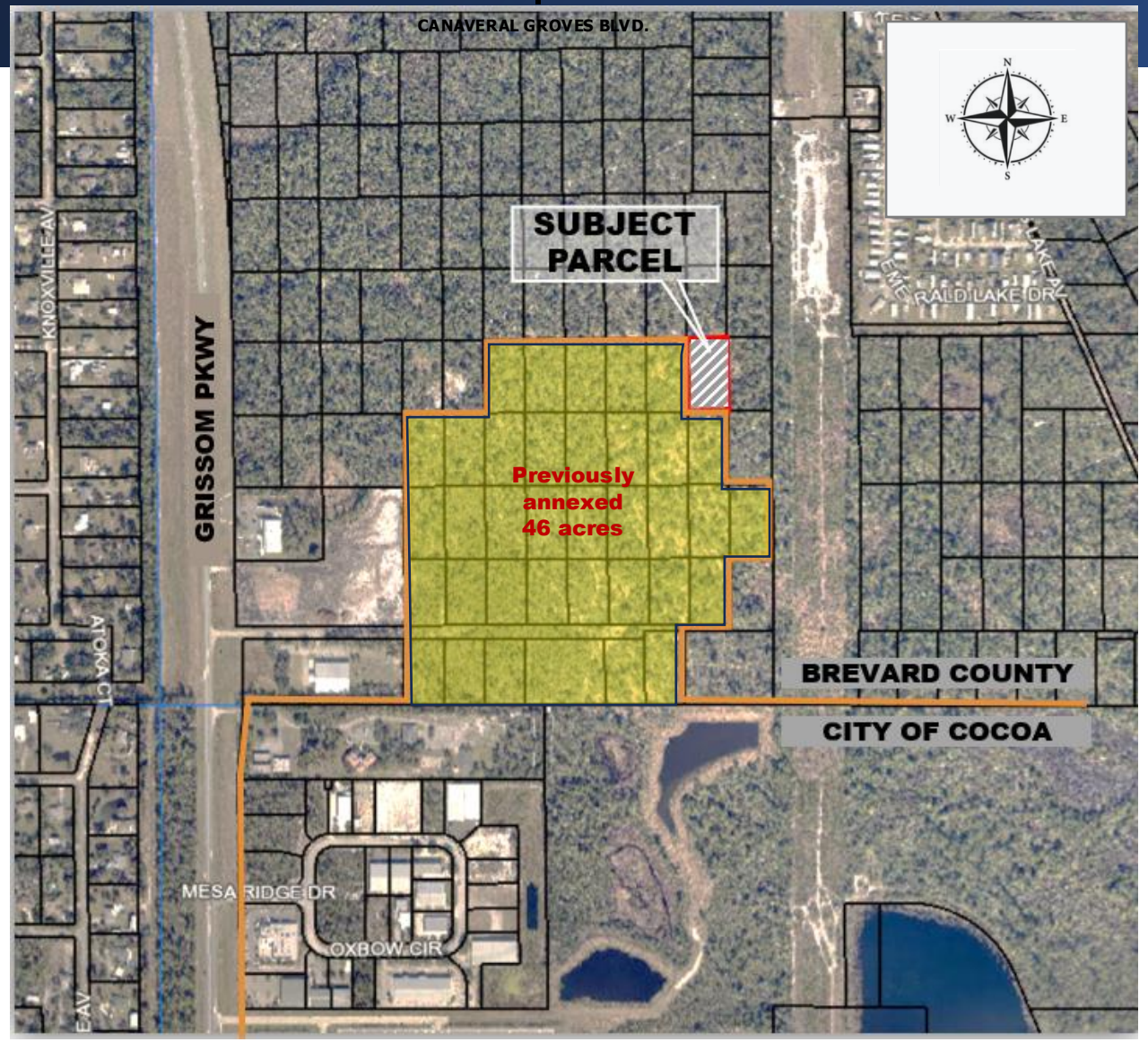
County GU	→	M-2
General Use		Manufacturing and Industrial

ORD. 08-2026 FLU / CPA Amendment

ORD. 07-2026 Grissom 1.29 Ac Annexation

GRISSOM 1.29 ACRES ZMA
Location Map

COCOA
FLORIDA



Voluntary Annexation, Rezone, CPA

Reason for Requests:

- Parcel is in City of Cocoa Wastewater Service Area
- Per Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers
- Western and Southern border adjacent to new City of Cocoa Northern M-2 District Boundary







Applicant: Alex Goetz with KPM Franklin

Owners: SDH Cocoa BP LLC

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

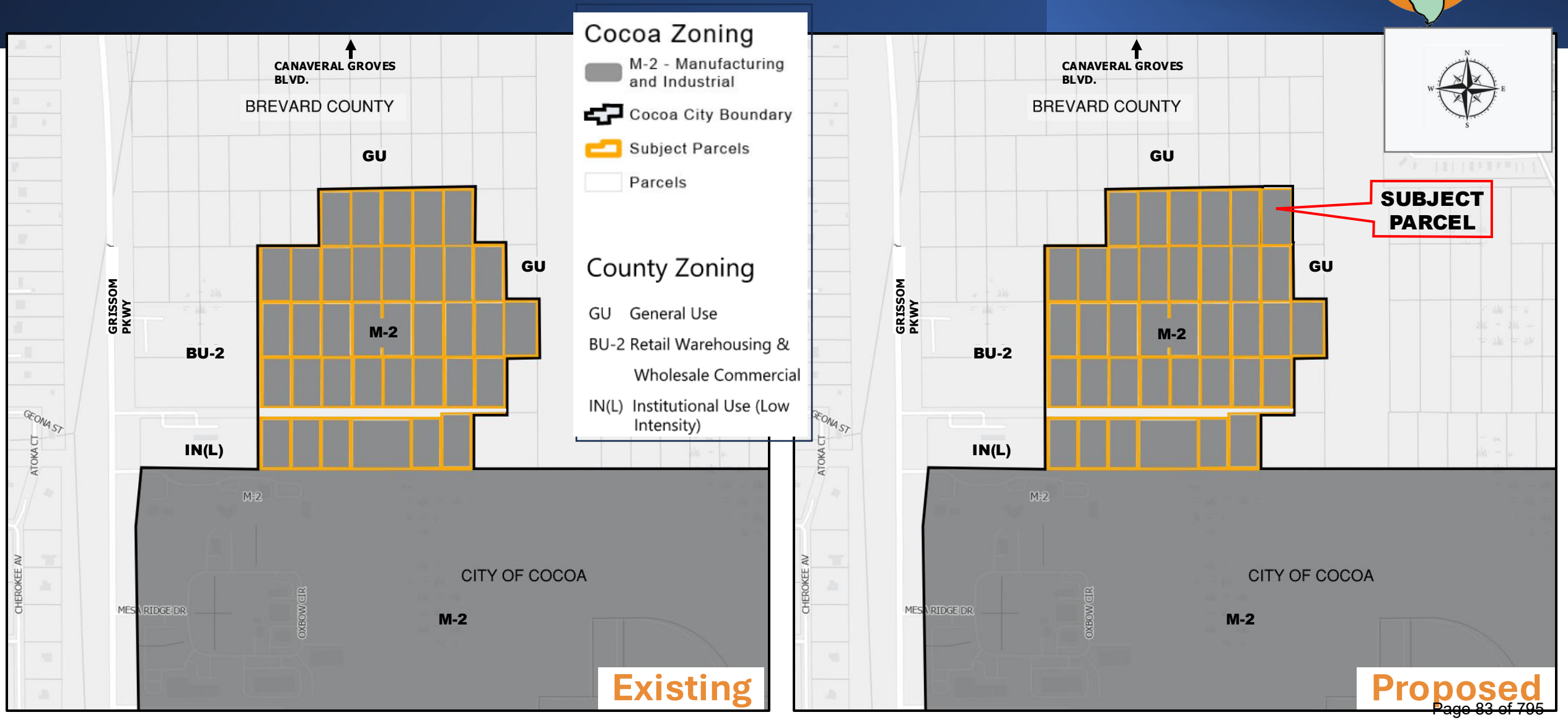
PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY.

KPMFrankl

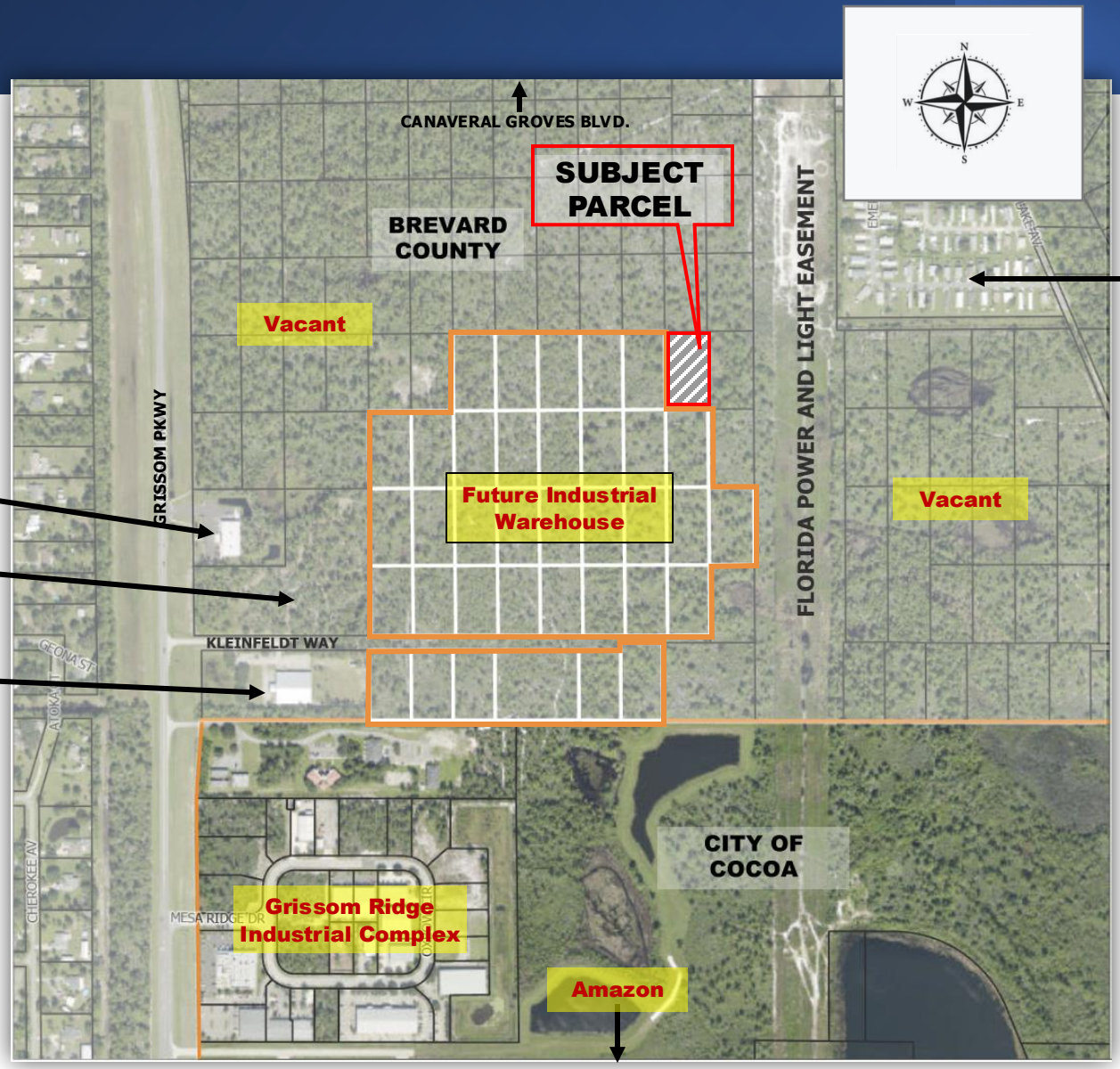
GRISSOM 1.29 ACRES ZMA
Background: Zoning Map

COCOA
FLORIDA



GRISSOM 1.29 ACRES ZMA
Surrounding Property Uses

COCOA



GRISSOM 1.29 ACRES ZMA
Rezoning Analysis

COCOA
FLORIDA

The Planning & Zoning staff report covers the analysis of the criteria, per **Appendix A of the City of Cocoa, Article XXI, Section 1(G),** regarding impact to land use patterns, school districts, traffic, stormwater, other utilities and public services.

- Consistent and logical with the adjacent M-2 District
- Preliminary Analysis – City can provide adequate services
- Will not negatively or adversely impact the surrounding density or stormwater facilities.
- Zoning change will not adversely impact property values.
- Creates economic development opportunity which will increase property value in the overall area and the City

In Consideration:

- Adjacent low intensity GU zoning – "Compatibility" buffer wall to minimize visual, noise, and environmental impacts
- No impact roadway LOS anticipated, but a TIA will be required with development plans

GRISSOM 1.29 ACRES ZMA
Comprehensive Plan

COCOA
FLORIDA

Consistency with the City of Cocoa Comprehensive Plan

- Per the City of Cocoa Zoning Code, **Appendix A, ART XI, Sec. 19**, the provisions of the M-2 district:
  - *"…are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses."*

Land Use Element

Policy 1.1.2.10: **Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

FIGURE FLU-1
STANDARDS FOR FUTURE LAND USE CATEGORIES

	Industrial
Maximum Intensity/ Density	1.50 FAR
Allowable Uses[10]	Industrial and Commercial[6]
Minimum Transportation Access	2 lane collector 2 lane arterial
Applicable Zoning Districts	M-1 and M-2
Maximum Impervious Surface Ratio	.75

GRISSOM 1.29 ACRES ZMA
Conditions of Approval

COCOA
FLORIDA

1. The approval of this Zoning Map Amendment Ordinance shall be conditioned upon the adoption of **Ordinance No. 07-2026 (Annexation)**, and this Ordinance shall not become effective unless and until Ordinance No. 07-2026 is adopted by the City Council. Should Ordinance No. 07-2026 *not* become effective, then this Ordinance to Rezone shall become null and void.

2. This Ordinance shall also only become effective immediately upon the effective date of **Ordinance No. 08-2026 (the Future Land Use Map/Comprehensive Plan Amendment),** as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 08-2026 does *not* become effective, then this Ordinance to Rezone shall become null and void.

GRISSOM 1.29 ACRES ZMA
Prior Action & Recommended Motion

COCOA
FLORIDA

PRIOR ACTION:

July 1st 2026, Planning and Zoning Board unanimously approved Ordinance 09-2026.

THEREFORE,

- Staff requests that City Council **APPROVE, WITH CONDITIONS**, this First Reading of Ordinance 09-2026, changing the zoning map designation of the real property from Brevard County “General Use” to City of Cocoa “M-2 (Manufacturing and Industrial District).

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

Taylor Morrison Windward Preserve

New Home Product Submittal

July 2026

All information (including, but not limited to prices, views, availability, school assignments and ratings, incentives, floor plans, site plans, features, standards and options, assessments and fees, planned amenities, programs, conceptual artists' renderings, tax rates and community development plans) deemed reliable as of publication date but not guaranteed and remains subject to change daily or delay without notice. Floor plans and elevations are an artist's conception and are not intended to show specific detailing. Floor plans are the property of Taylor Morrison, Inc. and its affiliates and are protected by U.S. copyright laws. As-Built Condition will control. Lot status "Sold" is an inclusive term that describes the present status of any Contract-submitted, Pending-sale or Closed property. All homes subject to prior sale. Maps and plans are not to scale, all dimensions are approximate. Not an offer in any state where prohibited or otherwise restricted by law. Please see a Community Sales Manager for licensing and other details and visit www.taylormorrison.com for additional disclaimers. © February 2026, Taylor Morrison of Florida, Inc. and its affiliated selling entities. All rights reserved. 02/20/26

50’ Lot Home Plans

3 BED | 2 BATH | ONE-STORY | 1,750 SQ.FT.
50' Lot

New: Atlantic



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

3 BED | 2 BATH | ONE-STORY | 1,832 SQ.FT.
50' Lot

New: Atlantic – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

3 BED | 2 BATH | FLEX | ONE-STORY | 1,898 SQ.FT.
50' Lot

New: Biloxi



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

3 BED | 2 BATH | FLEX | ONE-STORY | 1,971 SQ.FT.
50' Lot

New: Biloxi – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 2 BATH | ONE-STORY | 2,115 SQ.FT.
50' Lot

New: Carlsbad



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 2 BATH | ONE-STORY | 2,163 SQ.FT.
50' Lot

New: Carlsbad – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

New: Longboat

4 BED | 3 BATH | FLEX | TWO-STORY | 2,395 SQ.FT.
50' Lot



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A



Longboat Model, Coastal Elevation at Ardisia Park

4 BED | 3 BATH | FLEX | TWO-STORY | 2,443 SQ.FT.
50' Lot

New: Longboat – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 2.5 BATH | FLEX | TWO-STORY | 2,877 SQ.FT.
50' Lot

New: Rockport



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 2.5 BATH | FLEX | TWO-STORY | 2,903 SQ.FT.
50' Lot

New: Rockport w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 2.5 BATH | FLEX | TWO-STORY | 2,911 SQ.FT.
50' Lot

New: Monterey



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 2.5 BATH | FLEX | TWO-STORY | 2,935 SQ.FT.
50' Lot

New: Monterey w/Porch



COASTAL ELEVATION B



CRAFTSMAN ELEVATION B



FARMHOUSE ELEVATION B



TRADITIONAL ELEVATION B



FARMHOUSE EXTERIOR B

4 BED | 3.5 BATH | FLEX | TWO-STORY | 2,999 SQ.FT.
50' Lot

New: Montauk



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 3.5 BATH | FLEX | TWO-STORY | 3,029 SQ.FT.
50' Lot

New: Montauk – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

5 BED | 3.5 BATH | FLEX | TWO-STORY | 3,128 SQ.FT.
50' Lot

New: Seaside



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

5 BED | 3.5 BATH | FLEX | TWO-STORY | 3,172 SQ.FT.
50' Lot

New: Seaside w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

5 BED | 3.5 BATH | FLEX | TWO-STORY | 3,505 SQ.FT.
50' Lot

New: Tybee



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

5 BED | 3.5 BATH | FLEX | TWO-STORY | 3,536 SQ.FT.
50' Lot

New: Tybee – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

60’ Lot Home Plans

3 BED | 2.5 BATH | ONE-STORY | 2,420 SQ.FT.
60' Lot

New: Astoria



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

3 BED | 2.5 BATH | ONE-STORY | 2,433 SQ.FT.
60' Lot

New: Astoria – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 3 BATH | FLEX | ONE-STORY | 2,681 SQ.FT.
60' Lot

New: Bainbridge



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 3 BATH | FLEX | ONE-STORY | 2,717 SQ.FT.
60' Lot

New: Bainbridge – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

New: Bradley

4 BED | 4.5 BATH | FLEX | ONE-STORY | 2,961 SQ.FT.
60' Lot



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A





Bradley Sales Office/Model at Ardisia Park

4 BED | 4.5 BATH | FLEX | ONE-STORY | 2,974 SQ.FT.
60' Lot

New: Bradley w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 2.5 BATH | FLEX | TWO-STORY | 3,152 SQ.FT.
60' Lot

New: Carmel



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 2.5 BATH | FLEX | TWO-STORY | 3,164 SQ.FT.
60' Lot

New: Carmel – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

5 BED | 4 BATH | FLEX | TWO-STORY | 3,266 SQ.FT.
60' Lot

New: Key West



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

5 BED | 4 BATH | FLEX | TWO-STORY | 3,278 SQ.FT.
60' Lot

New: Key West – w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

4 BED | 3.5 BATH | FLEX | TWO-STORY | 3,508 SQ.FT.
60' Lot

New: Nantucket



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

4 BED | 3.5 BATH | FLEX | TWO-STORY | 3,520 SQ.FT.
60' Lot

New: Nantucket w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

5 BED | 4.5 BATH | TWO-STORY | 3,610 SQ.FT.
60' Lot

New: Vilano



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

5 BED | 4.5 BATH | TWO-STORY | 3,648 SQ.FT.
60' Lot

New: Vilano w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

5 BED | 4.5 BATH | FLEX | TWO-STORY | 3,996 SQ.FT.
60' Lot

New: Waikiki



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A



FARMHOUSE EXTERIOR A

5 BED | 4.5 BATH | FLEX | TWO-STORY | 4,010 SQ.FT.
60' Lot

New: Waikiki w/Porch



COASTAL EXTERIOR B



CRAFTSMAN EXTERIOR B



FARMHOUSE EXTERIOR B



TRADITIONAL EXTERIOR B



FARMHOUSE EXTERIOR B

CITY COUNCIL AGENDA ITEM

Memo Date:	August 11, 2026
Agenda Date:	September 8, 2026
File ID:	2026-698
Prepared By:	James Mitchell, Water Treatment Manager
Through:	John Walsh, Utilities Director
Requested Action:	To Approve Task Order No. 2027-69 to Jacobs Engineering Group, Inc. in the amount of $449,788 to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2027 Budget.

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered into on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, City Council approved the First Amendment of the current agreement which initiated the first two-year renewal option, extending the term of the agreement through February 4, 2025.

On August 27, 2024, City Council approved the Second Amendment which initiated the second and final two-year renewal option with Jacobs, extending the term of the Agreement to February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of $7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Proposed Task Order No. 2027-69 covers the period from October 1, 2026 through September 30, 2027 with the following engineering services:

Task 1 - Project Management, Engineering and Operations Support Jacobs will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems.

Task 2 - SCADA, Process Control Systems and Instrumentation Support Jacobs will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control

systems, network and server systems, and instrumentation.

Task 3 - Computerized Maintenance Management System (CMMS) Support Jacobs will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history.

Staff recommends approval of Task Order No. 2027-69 for $449,788.00 with the Jacobs Engineering Group, pending approval of the FY2027 Budget.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
Budgeted? Pending Adoption of the FY27 budget
If not budgeted, is amendment / transfer attached? N/A

FY27 Source/Use of Funds
Amount Requested $449,788.00
Account Number 421-4020-536.31-03
Account Name Engineering Services
Source of Funds: Operating Revenue

PREVIOUS ACTION:

RECOMMENDED MOTION:
To Approve Task Order No. 2027-69 to Jacobs Engineering Group, Inc. in the amount of $449,788 to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2027 Budget.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Water System Program Services - Water Supply and Water Treatment Support	2027-69
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/26 City Bid Number: RFQ-20-03-COC AMOUNT: $ 449,788.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number:

Dept. Number/Division Name: 4020

Project Name: FY2027 Program Management Services - Water Supply and Water Treatment 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

Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment.

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)

James Mitchell Digitally signed by James Mitchell DN: cn=James Mitchell, ou=Dyal Water Plant, email=jmitchell@cocoafl.gov Date: 2026.08.07 11:29:49 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.08.11 13:12:01 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-69

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.08.25 15:01:55 -04'00'

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 2027-69

FY 2027 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including project management/administration, design management and engineering, and support services during construction phase for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the services described above on a time and materials basis compensation method for the period from October 1, 2026 through September 30, 2027. Services proposed by JACOBS Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, and second Amendment dated July 23, 2024.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Water Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2027 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution system. JACOBS will also provide support services as necessary during the construction phase including submittal review, inspection, and coordination. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City appraised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, network and server systems, and instrumentation. The SCADA system is

the main control system for the water treatment plant, wellfield, and distribution pump stations. JACOBS will prepare for and attend an initial FY2027 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Task 3 – CMMS Support

JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history. JACOBS will prepare for and attend an initial FY2027 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 3 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Assumptions

- 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 City and/or the construction contractor or other entities, and do not relieve the construction contractor 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.
- JACOBS and JACOBS' 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 JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the City.
- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2026 through September 30, 2027.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	792	$166,008
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,252	$245,260
TASK 3 – CMMS Support	228	$35,520
EXPENSES & SUBCONSULTANTS	N/A	$3,000
Grand Total		$449,788

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Exhibit A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group Inc.
By _____	By _____ Francois Didier Menard
Title _____	Title Vice President
Date _____	Date 8/13/2026

City of Cocoa
FY2027 Engineering Services for the Water System
Water Supply and Water Treatment Support
Task Order 2027-69
Labor Hour Breakdown

TASK #	TASK NAME	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Technician 5	Technician 4		Labor Hours	Labor Fee
		$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$169.00	$142.00			
1	PROJECT MANAGEMENT, ENGINEERING AND OPERATIONS SUPPORT												
		280	384				96		16	16		792	$166,008
											Task Subtotals	**792**	**$166,008**
2	SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT												
		424		492		336						1,252	$245,260
											Task Subtotals	**1,252**	**$245,260**
3	CMMS SUPPORT												
		24	12			192						228	$35,520
											Task Subtotals	**228**	**$35,520**
											Labor Total	**2,272**	**$446,788**
											Expenses		**$3,000**
											Subcontracts		**$0**
											Task Order Total		**$449,788**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2026

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752789451 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4938788A	07/01/26	07/01/27	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H08891990	07/01/26	07/01/27	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C7280918A (AOS)	07/01/26	07/01/27	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		SCF C72809191 (WI)	07/01/26	07/01/27	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
A	PROFESSIONAL LIABILITY			EON G21655065 017	07/01/26	07/01/27	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Cindy Kahl. RE: Continuing Engineering Services for Water System. CONTRACT END DATE: 02-04-2027. SECTOR: Public. City of Cocoa, Florida is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa, Florida 351 Schearer Blvd Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/19/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

SUPP (10/00)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			65
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G4938788A	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

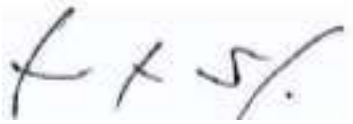
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			42
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08891990	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
JACOBS SOLUTIONS INC. 515 S. FLOWER STREET, SUITE 4800 LOS ANGELES CA 90071	Policy Number Symbol: WLR Number: C7280918A
Policy Period 07-01-2026 **TO** 07-01-2027	Effective Date of Endorsement 07-01-2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number **19**
Policy Symbol **EON**	Policy Number **G21655065 017**	Policy Period **07/01/2026 to 07/01/2027**	Effective Date of Endorsement **07/01/2026**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date:	August 17, 2026
Agenda Date:	September 8, 2026
File ID:	2026-714
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve a waiver of competitive bidding and authorize a one-year contract extension with Bruce D. Nelson, LLC for Private Provider Building Official services in an amount not to exceed $160,000 for FY 2027; authorize the City Manager to execute related contract documents and associated purchase orders up to this amount, subject to the final adoption of the FY 2027 Budget.

BACKGROUND:

In Fiscal Year 2024, the City lost its Building Official to another agency. At that time, the City contracted with a local Private Provider, Bruce D. Nelson, CBO, through Bruce D. Nelson, LLC, who has extensive familiarity with the City of Cocoa. Mr. Nelson currently serves as the Private Provider Building Official for the City of Cocoa. His services include providing weekly Building Official coverage for all City Building Permits, conducting commercial permit inspections, assisting staff and contractors, and signing off on all documents requiring a Building Official's signature.

To ensure continuity of operations, staff recommends extending the contract with Bruce D. Nelson, LLC for an additional year through Fiscal Year 2027. It is anticipated that $160,000 will be required for these services in FY 2027. Because these specialized professional services are being extended directly with the current provider to maintain operational continuity, staff is requesting a waiver of competitive bidding for FY 2027.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Pending adoption of the FY27 Budget

107-3200-524.34-00 Contract Services $160,000

PREVIOUS ACTION:

On September 25, 2025, Agenda Item 2025-483, City Council approved an amendment to agreement SLA-2024-04-14 with Bruce D Nelson LLC for up to $180,000 for Building

Official services for the period of 10/1/2025-9/30/2026.
On September 16, 2026, Council approved agreement SLA-2024-08-14 with Bruce D Nelson LLC for Building Official services for the period of 10/1/2024-9/30/2025.

RECOMMENDED MOTION:

Approve a waiver of competitive bidding and authorize a one-year contract extension with Bruce D. Nelson, LLC for Private Provider Building Official services in an amount not to exceed $160,000 for FY 2027; authorize the City Manager to execute related contract documents and associated purchase orders up to this amount, subject to the final adoption of the FY 2027 Budget.

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

SECOND AMENDMENT TO SERVICES AGREEMENT
BUILDING OFFICIAL SERVICES
SLA-2024-08-14

This Second Amendment ("Amendment") is entered into this 1st day of October, 2026, by and between the **City of Cocoa, Florida** ("CITY"), with its principal office located at 65 Stone Street, Cocoa, FL 32922, and **Bruce D. Nelsen, LLC** ("SERVICE PROVIDER"), with its principal office located at 4175 Fox Lake Road, Titusville, FL 32796.

WHEREAS, the CITY and SERVICE PROVIDER entered into that certain Services Agreement for Building Official Services, identified as SLA-2024-08-14, with an initial term of October 1, 2024 through September 30, 2025 ("Agreement"); and

WHEREAS, Section Five of the Agreement allows for renewal of additional one (1) year terms upon written agreement of the parties; and

WHEREAS, the CITY desires to renew the Agreement for an additional one (1) year term under the same terms and conditions, subject to the provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Renewal Term.** The Agreement is hereby renewed for an additional one-year term, commencing October 1, 2026 and continuing through September 30, 2027, unless sooner terminated in accordance with the Agreement.

2. **Compensation.** Compensation shall continue in accordance with Exhibit B of the Agreement, unless otherwise modified in writing by the parties.

[illegible] Amendment. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

BRUCE D. NELSON, LLC	CITY OF COCOA
By: Bruce D. Nelson	**By:** Michael C. Blake
(Print Name)	(Print Name)
Managing Member	Mayor
(Title)	(Title)
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Charlene Neuterman, Director of Community Services, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

RESOLUTION NO. 2026-073

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 8th day of September 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2026-073

The City Manager recommends that the competitive bidding requirement be waived, as it is in the best interest of the City, for Building Official Services through a Private Provider, Bruce D. Nelson LLC of Titusville, FL.

Supporting documentation has been provided toward justification of the waiver, based on single source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____
Stockton Whitten
City Manager

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

FIRST AMENDMENT TO SERVICES AGREEMENT
BUILDING OFFICIAL SERVICES
SLA-2024-08-14

This First Amendment ("Amendment") is entered into this 1st day of October, 2025, by and between the **City of Cocoa, Florida** ("CITY"), with its principal office located at 65 Stone Street, Cocoa, FL 32922, and **Bruce D. Nelsen, LLC** ("SERVICE PROVIDER"), with its principal office located at 4175 Fox Lake Road, Titusville, FL 32796.

WHEREAS, the CITY and SERVICE PROVIDER entered into that certain Services Agreement for Building Official Services, identified as SLA-2024-08-14, with an initial term of October 1, 2024 through September 30, 2025 ("Agreement"); and

WHEREAS, Section Five of the Agreement allows for renewal of additional one (1) year terms upon written agreement of the parties; and

WHEREAS, the CITY desires to renew the Agreement for an additional one (1) year term under the same terms and conditions, subject to the provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Renewal Term.** The Agreement is hereby renewed for an additional one-year term, commencing October 1, 2025 and continuing through September 30, 2026, unless sooner terminated in accordance with the Agreement.

2. **Compensation.** Compensation shall continue in accordance with Exhibit B of the Agreement, unless otherwise modified in writing by the parties.

3. **Effect of Amendment.** Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

BRUCE D. NELSON, LLC	CITY OF COCOA
By: Bruce D. Nelson (Print Name)	**By:** Stockton Whitten (Print Name)
Managing Member (Title)	City Manager (Title)
Signature / Date	Signature / Date

10/1/25

Attest:
Monica Arsenault, City Clerk

CC: Charlene Neuterman, Director of Community Services, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

SERVICES AGREEMENT

BUILDING OFFICIAL SERVICES

SLA-2024-08-14

THIS AGREEMENT ("Agreement") is made this 16 day of September, 2024, by and between the **CITY OF COCOA**, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and **BRUCE D. NELSEN, LLC**, with its principal place of business located at 4175 Fox Lake Road, Titusville, FL 32796 hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain professional building official services; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform professional actuarial services, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the

time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to perform services at its own place of work. If required to report to a City facility, SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER 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 SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through periodic invoicing provided to the CITY at rates set forth in **EXHIBIT "B,"** which is SERVICE PROVIDER's proposal. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be effective from October 1, 2024 through September 30, 2025, and may be renewed for additional one year terms by written agreement from all parties.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed

officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. Should the SERVICE PROVIDER be required to physically report on CITY property, the SERVICE PROVIDER shall maintain comprehensive **general liability insurance** in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. Should the SERVICE PROVIDER be required to physically report on CITY property, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate **Professional Liability Insurance** (Errors and Omissions) in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
Bruce D. Nelsen
4175 Fox Lake Rd.
Titusville, FL 32796
Telephone: 321-213-7058
E-mail: bruce.nelsen@gmail.com

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.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to

writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

9. 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. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER

shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. 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 SERVICE PROVIDER'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; 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. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

14. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

15. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

16. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

17. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

B. This Agreement;

C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

18. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

19. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

20. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or

services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

BRUCE D. NELSEN, LLC:

Bruce D. Nelson,
Managing Member

Date: 9/16/24

CITY OF COCOA:

Stockton Whitten,
City Manager

Date: 9/16/2024

ATTEST:

Monica Arsenault, City Clerk, CMC

SEAL

EXHIBIT A

SCOPE OF SERVICES

A. The SERVICE PROVIDER will provide services that closely replicate the services that would be provided by an in-house Building Department. The SERVICE PROVIDER will provide all services relating to administration of the Building Code including acting as the District's Building Official as allowed under Florida Statutes 468.617(3).

B. Typical services include but may not be limited to plan review for both design phase submittals and building permit applications as well as inspection services for applicable code compliance during the construction phase for mechanical, electrical, plumbing, building and fire safety.

C. Services will include assisting design professionals and applicants for Building Permits and coordinating review of construction plans by all other agencies having jurisdiction concerning the implementation and enforcement of building, fire, health, safety, sanitation, and all other applicable codes.

D. Services will include inspections of all phases of construction for compliance with approved plans and all applicable codes including but not limited to those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, accessibility and site work.

E. The SERVICE PROVIDER shall maintain records and files concerning Construction Permits and Building Code Administration at locations as identified and approved by the CITY's Project Manager or designee.

F. The SERVICE PROVIDER shall keep daily logs of Building Code Administration services, plan review and inspection activities and submit an itemized monthly report of all service activities to the CITY's Project Manager or designee. Reports to other agencies shall also be submitted as required by law.

G. The SERVICE PROVIDER as designated licensed Building Official may be asked to participate in related activities such as staffing an accessibility review committee, commenting on modifications to Design Standards, working directly with CITY staff to analyze or resolve Code issues or other ancillary functions.

EXHIBIT B

Service Provide Proposal

BRUCE D. NELSEN, LLC.

BRUCE D. NELSEN

PROFESSIONAL BUILDING OFFICIAL, INSPECTIONS, AND PLAN REVIEW SERVICES
4175 Fox Lake Road • Titusville Fl, 32796 • **Email:**bruce.nelsen@gmail.com • (321)213-7058

State of Florida Inspection Licenses

Building Code Administrator BU-1559
Building Combination Inspector BN-3811
Building Combination Plans Examiner PX-1518

BDN Services, LLC. Provides various levels of support services to meet the demands of City of Cocoa building department. Services include Providing Building Official, Code Administration, Plans Review, Construction Inspections and Support Services. I have multiple licensures that include the following:

- Building Code Administrator BU-1559
- Building Combination Inspector BN-3811
  Com. & Res. / Building, Electrical, Mechanical & Plumbing Inspector
- Combination Plans Examiner PX-1518
  Com. & Res. / Building, Electrical , Mechanical & Plumbing Plans Examiner

I offer proven customer service and technical expertise, from permit processing, plan review services and inspections, to building official support. I provide plan review, construction inspections and municipal support services to numerous municipalities and school districts.

- Building Code Administrators
- Multi-Certified Plans Examiner
- Multi-disciplined Licensed Inspector
- Disaster Damage Assessment Professional

See the fees schedule and conditions below for my services, all hours of service will be calculated to include drive time.

A) Building Code Administrator authorization for jurisdictions building department services, Flat fee per week $1,500
B) Additional fee for Building Official/Inspector/Plan Reviewer services $100.00 pr. Hr.
C) Reimbursement of Professional Liability insurance monthly premium

Bruce D. Nelsen
4175 Fox Lake Rd.
321-213-7058
E-mail bruce.nelsen@gmail.com

CITY COUNCIL AGENDA ITEM

Memo Date:	August 17, 2026
Agenda Date:	September 8, 2026
File ID:	2026-717
Prepared By:	Rebecca Bowman, Finance Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of the First Amendment to a multi-year contract City of Casselberry Piggyback Contract with Milestone Professional Services, Inc. for ACFR Preparation Services

BACKGROUND:

The City Council previously approved a multi-year contract for Milestone Professional Services, Inc. at the September 14, 2021 meeting, piggybacking off a contract with the City of Casselberry. The Finance Department uses their services to assist with preparation of the ACFR & provide advice for implementation of new GASBs and assistance with complex journal entries in additional to miscellaneous services. The current contract has expired as of August 31, 2026 and staff wishes to continue the use of these services. Budget for these services is included in the FY26 budget.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

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

Source/Use of Funds
Account Number 001-1600-513.31-00 Amount $24,300

PREVIOUS ACTION:

City Council approved the multi-year piggyback contract off of the City of Casselberry on Agenda 18-547, November 14, 2018 for the period of September 1, 2018 to August 31, 2021.
Council approved a new multi-year contract piggyback contract off of the City of Casselberry on Agenda 21-595, September 14, 2021 for the period of September 1, 2021 to August 31, 2026.

RECOMMENDED MOTION:

Approval of the First Amendment to a multi-year contract City of Cassselberry Piggyback Contract with Milestone Professional Services, Inc. for ACFR Preparation Services

COCOA
FLORIDA

Finance Department Purchasing Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8775
FAX: (321) 433-8860
www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Milestone Professional Services, Inc.
Piggyback Agreement No. RFP-2021-0707
Accounting Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 1, 2026, by and between the City of Casselberry and Milestone Professional Services Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Accounting Services as agreed upon under Piggyback Agreement RFP-2021-0707, made effective September 1, 2021, by and between the City of Cocoa and Milestone Professional Services, Inc. This renewal shall correspond with the renewal issued by the City of Casselberry and expires on August 31, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

MILESTONE PROFESSIONAL SERVICES, INC	**CITY OF COCOA**
Donna Collins	Michael Blake
Print Name	Print Name
President	**Mayor**
Title	Title
8/14/26	
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Procurement & Budget Manager
Rebecca Bowman, Finance Director

Attested By: City Clerk

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and MILESTONE PROFESSIONAL SERVICES, INC., 1970 East Osceola Parkway, #16, Kissimmee, Florida 34743, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Accounting Services as further described in Agreement RFP-2021-0707, approved by the CITY COMMISSION, on July 26, 2021, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term and increase compensation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

The term of this Amendment shall begin on September 1, 2026 and continue through August 31, 2027, and may be extended when in the best interest of the CITY.

SECTION 5 COMPENSATION

A. The amount to be paid under this Agreement for services rendered will not exceed Twenty-Four Thousand Three Hundred and 00/100 Dollars ($24,300.00) annually, for a cumulative total not to exceed One Hundred Forty-Two Thousand Two Hundred and 00/100 Dollars ($142,200.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "A"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 30 DATA MANAGEMENT

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (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. Contractor 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 this Agreement without penalty to the City. The 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. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.
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.

The 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 City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 45 DEALINGS WITH FOREIGN COUNTRIES OF CONCERN

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.
To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 46 FOREIGN GIFTS AND CONTRACTS

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 47 DISCRIMINATORY VENDORS

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 48 DISBARMENT

By signing this Agreement, Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

SECTION 49 CONFLICTS OF INTEREST

CONTRACTOR must disclose the name of any of their officers, partners, directors, or proprietors who is also an elected official, officer, or employee of the City of Casselberry or who is the spouse or child of any elected official,

officer, or employee of the City of Casselberry. Furthermore, all Bidders CONTRACTOR must disclose the name of any City of Casselberry elected official, officer, or employee, or the spouse or child of a City of Casselberry elected official, officer, or employee, who owns, directly or indirectly, a material interest of five percent (5%) or more of the CONTRACTOR's firm or business or any of its branches, subsidiaries, parent business entities, or partnerships. This obligation to disclose is a continuing obligation for the term of this Agreement. Failure to disclose in this manner may result in the cancellation of work and termination of this Agreement.

SECTION 53 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 54 ANTI-HUMAN TRAFFICKING

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor 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.

Contractor 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 her or his 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 other 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.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 13th day of April, AD 2026.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City Commission meeting of:
4/13/2026

MILESTONE PROFESSIONAL SERVICES, INC.

By: _____

Print: Donna Collins

Title: President

For a corporation:

STATE OF FL
COUNTY OF LAKE

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 State of Florida
Avanii Mahavir
My Commission HH 702737
Expires 7/27/2029

My Commission Expires: 07-27-2029

_____
Notary Public

Avanii Mahavir
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "A"
Pricing Schedule

RFP-2021-0707 Accounting Services		Milestone Professional Services
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	CAFR FY 2021 (10/1/2020 - 9/30/2021)	$22,500.00
2	CAFR FY 2022 (10/1/2021 - 9/30/2022)	$23,400.00
3	CAFR FY 2023 (10/1/2022 - 9/30/2023)	$23,400.00
4	CAFR FY 2024 (10/1/2023 - 9/30/2024)	$24,300.00
5	CAFR FY 2025 (10/1/2024 - 9/30/2025)	$24,300.00
6	CAFR FY 2026 (10/1/2025 - 9/30/2026)	$24,300.00
	Revised Total RFP Price:	$142,200.00
	Additional Work - Not Part of Evaluation Criteria*	Milestone Professional Services
6	Hourly Rate for Additional Work - Staff*	$60.00
7	Hourly Rate for Additional Work - Executive*	$130.00
*Information purposes only.		

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Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that MILESTONE PROFESSIONAL SERVICES, INC. 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 MILESTONE PROFESSIONAL SERVICES, INC. proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

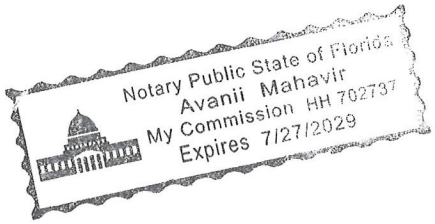
Date: 3/20/26

STATE OF FL

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th A.M. by day of March, 2026., a by Donna Collins corporation, on behalf of the corporation. He/she is personally known to me or has produced FL ID as identification.

[Notary Seal]



Avanii Mahavir
Notary Public

Avanii Mahavir
Name typed, printed or stamped
My Commission Expires: 07-27-2029

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 16 Kissimmee FL 34743

Telephone Number: 352408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Authorized Signatory — Donna Collins (Printed Name) — FEIN: 57-1238273

President (Title) — 3/20/26 (Date)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "D"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 3/20, 2026 Signed: Donna Collins

Entity: Milestone Prof Svc Name: Donna Collins

Title: President

STATE OF FL
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20th day of March, 2026, by Donna Collins, as President for Milestone Prof. Services, who is personally known to me or who has produced FL ID as identification.

Notary Public Signature: Avanii Mahavir State of Florida at Large (Seal)

Print Name: Avanii Mahavir My commission expires: 07-27-2029

Notary Public State of Florida
Avanii Mahavir
My Commission HH 70273
Expires 7/27/2029

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "E"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

MILESTONE PROFESSIONAL SERVICES, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Donna Collins

Title: President

Signature: Donna Collins Date: 3/20/26

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "F"
Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as President (Role) of MILESTONE PROFESSIONAL SERVICES, INC..
3. MILESTONE PROFESSIONAL SERVICES, INC. does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

Under penalties of perjury, I Donna Collins, President (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 20th day of March, 2026, by Donna Collins as President [insert type of authority, e.g., officer, trustee, attorney in fact] for Milestone Prof. Services [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)

Notary Public State of Florida
Avanii Mahavir
My Commission HH 702737
Expires 7/27/2029

Signature of Notary Public – State of Florida

Avanii Mahavir
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FL ID

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Milestone Professional Services, Inc., 1970 East Osceola Parkway, #350, Kissimmee, Florida 34743 hereinafter referred to as the "CONTRACTOR".

WITTNESSETH:

WHEREAS, the CITY has competitively solicited for Accounting Services, pursuant to RFP-2021-0707 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

The term of this Agreement shall begin on September 1, 2021, and continue through August 31, 2026.

SECTION 2 SCOPE OF SERVICES

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 OBLIGATIONS OF THE CONTRACTOR

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 INVOICES

A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.

B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.

C. The City's Project Manager will review each invoice for satisfactory completion of work.

D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 COMPENSATION

A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed One Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($117,900.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.

C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.

E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 WARRANTY

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

SECTION 7 APPLICABLE LICENSING

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 STANDARD OF CARE

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 TERMINATION FOR CONVENIENCE

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

In the event of a default by CONTRACTOR, 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.

SECTION 11 BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR 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 CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 PAYMENT WHEN SERVICES ARE TERMINATED

A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. 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 CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 INSURANCE

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any One Person)	$ 10,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$1,000,000.00
e) Products – Comp/OP AGG	$1,000,000.00
Automobile Liability	$1,000,000.00
Worker's Compensation	$ 500,000.00
Professional Liability	$1,000,000.00
(Errors and Omissions)	$2,000,000.00

WORKERS' 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 $500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and 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.

B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as 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.

C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management 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 cancellations of the policy.
8. The Certificate Holders Box must read as follows:

   City of Casselberry
   95 Triplet Lake Drive
   Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 CITY OBLIGATIONS

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 PUBLIC RECORDS

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: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 16 RIGHT TO INSPECTION

A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.

B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

The 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.

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

A. The 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, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.

B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 21 THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 FURTHER ASSURANCES

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 COMPLIANCE WITH ALL LAWS

The CONTRACTOR, at its sole expense, 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 execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 INDEMNITY

The CONTRACTOR 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, 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 CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, 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, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR 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 CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 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 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 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 Agreement.

SECTION 29 COURT ACTIONS/CHOICE OF LAW

Except as expressly prohibited by law:

A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and

B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 OPEN

SECTION 31 BINDING EFFECT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 ASSIGNMENT

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security,

except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative	City Project Representative
Attention: Procurement Manager	Donna Collins, President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 PROJECT REPRESENTATIVES

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager	Contractor's Project Representative
Carol Conroy	Donna Collins
Finance Director	President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743
Telephone: (407) 262-7700, Ext. 1131	Telephone: (352) 408-4949
Email: cconroy@casselberry.org	Email: donna@milestoneeps.com

SECTION 38 CONFLICT OF INTEREST

The CONTRACTOR warrants that the CONTRACTOR 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 the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 39 PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR 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.

SECTION 40 EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, 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. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 42 PUBLIC EMERGENCIES

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR 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 this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this 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.

SECTION 43 HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 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 this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or 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 this Agreement and shall have no force or effect thereon.

SECTION 45 OPEN

SECTION 46 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 48 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or

B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.

C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

RFP-2021-0707 ACCOUNTING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of July, AD 2021.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City Commission meeting of:
7/26/21

MILESTONE PROFESSIONAL SERVICES, INC.

By: Donna Collins

Print: Donna Collins

Title: President / Director

For an individual acting in his or her own right:

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 by Donna Collins, who is personally known to me or who has produced FLDL as identification.

BJB
July/2021

[Notary Seal]

Notary Public
Bryan Bowerman
Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "A"

Scope of Work

A. Description of City Structure.

1. Form of Government.

   The City operates under a Commission/Manager form of government and provides the following services to its residents:

   a. Police;
   b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
   c. City planning, zoning, subdivision and building code regulation, and enforcement;
   d. Supervised recreation programs;
   e. Redevelopment of declining commercial and residential areas;
   f. Water, sewer, and reclaimed water services;
   g. Residential solid waste collection services; and
   h. Municipal golf course.

2. Fiscal Year Definition.

   The City's fiscal year commences on October 1st and ends on September 30th.

   Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	$19,709,134
Enterprise Funds	4	$30,905,854
Special Revenue Funds	14	$8,544,515
Capital Projects Funds	3	$22,200,073
Debt Service Funds	1	$1,336,124

   NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

   The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

   The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

Note: The City's various financial reports are accessible and available from the City's website at: http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report

5. Basis of Accounting.

   a. All Governmental funds are accounted for using the modified accrual basis of accounting.

   b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.

   c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

   The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Annual Comprehensive Financial Report (ACFR) for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the ACFR preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the ACFR.
4. The successful proposer will develop a list of required information for the preparation of the ACFR.
5. The successful proposer will ensure the ACFR is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.
6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing ACFR implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.

2. Actual preparation of the ACFR begins with an upload of the trial balance into the ACFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The ACFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the ACFR preparation software, and input via the document editor process.

3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the ACFR preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.

4. The City will also review the ACFR with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

E. General Project Schedule.

Month	Task
July or August	Review of ACFR preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end ACFR preparation.
December	Assist the City with mapping of new accounts as needed in ACFR preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by ACFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with ACFR preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the ACFR preparation software.
January	Update mapping of data in statistical section tables within the ACFR preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of ACFR for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "B"
Pricing Schedule

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	**Description**	**Lump Sum Fee**
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	$24,300.00
	Total RFP Price Submitted:	**$117,900.00**
6	Hourly Rate for Additional Work - Staff*	$60.00
7	Hourly Rate for Additional Work - Executive*	$130.00
*Information purposes ony - not part of the Evaluation Critera.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will be abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the Price Proposal Form. The signatures(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 350, Kissimmee, Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Donna Collins

Authorized Signature | **Donna Collins** (Printed Name) | **FEIN: 57-1238273**

President/Director (Title) | **6/7/21** (Date)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Milestone Prof Svc 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 Memorandum of Understanding proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

Date: 7/6/21

STATE OF Florida

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 07/06/2021 by Donna Collins of Milestone Prof. INC., a Florida Corp. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification.

[Notary Seal]

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

Notary Public

Bryan Bowerman

Name typed, printed or stamped
My Commission Expires: 10/07/2024

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "D"
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.

Proposer/Contractor Name: Milestone Professional Services Inc.

Mailing Address: 1970 E. Osceola Pkwy Suite 350 Kissimmee Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milstonepps.com

Donna Collins — Donna Collins — FEIN: 57-1238273

Authorized Signatory — Printed Name

President/Director — 7/6/21

Title — Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Milestone Prof Svc [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.

Donna Collins

Print Name: Donna Collins

Date: 8/12/21

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 08/12/2021 (date) by Donna Elaine (name of officer or agent, title of officer or agent) of milestone prof svc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

[Notary Seal] Notary Public

Dhrumil Shah

Name typed, printed or stamped

My Commission Expires: 04/15/2023

Notary Public State of Florida
Dhrumil Shah
My Commission GG 285520
Expires 04/15/2023

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 President (Role) of Milestone Professional Services (Company).

3. Milestone Professional Services (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 Donna Collins, President (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.

COMPANY

Milestone Professional Services

NAME OF BUSINESS ENTITY

SIGNATURE

Donna Collins, President

TYPE NAME AND TITLE

CITY COUNCIL AGENDA ITEM

Memo Date:	August 18, 2026
Agenda Date:	September 8, 2026
File ID:	2026-718
Prepared By:	Tracy Krutz
Through:	Jonathan Lamm, Fire Chief
Requested Action:	Approval of a change order and BAF 26-099-T to Motorola Solutions Purchase Order 83821 for the additional cost of $17,552 for design modification and system integration services due to transferring Law Enforcement and Fire Dispatch services to the BCSO Unified Communications Center.

BACKGROUND:

Cocoa Fire Department is in the process of upgrading to the Mach Alert system since this is the same system that the County has implemented. Having the same sytem ensures compatibility between the Departments and will facilitate system redundancy in the event of an outage.

On May 27, 2025, City Council approved the purchase of the Motorola Mach Alerting System for three fire stations at a total cost of $324,543 from Motorola Solutions Inc. utilizing Sourcewell cooperative contract 0420421-MOT for the hardware and maintenance. Approve a Resolution to Waive Competitive Bidding for installation and programming services. Approve any Budget Transfers required to move funds between Object Classifications, should any software or maintenance costs need to be transferred out of capital.

On May 19, 2026, City Council approved the transition of Cocoa PD and Fire Dispatch to Brevard County Sheriff's Office. Staff has negotiated a contract with the Brevard County Sheriff's Office (BCSO) to provide police and fire dispatch services beginning in FY 2026.

On June 9, 2026, City council approved the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff's Office and approval of BAF #26-074 for $70,000 to move dispatch equipment.

*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes BAF#26-099T

Source/Use of Funds

Account Number	Amount
001-2201-522.52-00	($17,552)
001-2201-522.64-15	$17,552

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $17,552
Original Purchase Order Amount: $324,543

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date: 0
Total amount in change orders to date: $

PREVIOUS ACTION:

On May 27, 2025 Council approved the purchase of the Motorola Mach Alerting System for three fire stations at a total cost of $324,543 from Motorola Solutions Inc. utilizing Sourcewell cooperative contract 0420421-MOT for the hardware and maintenance. Approve a Resolution to Waive Competitive Bidding for installation and programming services. Approve any Budget Transfers required to move funds between Object Classifications, should any software or maintenance costs need to be transferred out of capital.

RECOMMENDED MOTION:

Approval of a change order and BAF 26-099-T to Motorola Solutions Purchase Order 83821 for the additional cost of $17,552 for design modification and system integration services due to transferring Law Enforcement and Fire Dispatch services to the BCSO Unified Communications Center.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 5, 2026
Agenda Date:	September 8, 2026
File ID:	2026-682
Prepared By:	Jose Socias Salcedo
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve participation in cooperative contract with Trane U.S. Inc., utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the Playhouse HVAC system upgrades; approve agreements with Trane for an owner-direct equipment purchase of $144,336.00 and turnkey installation of $155,650.00; approve a resolution authorizing a 10% project contingency of $29,999.00; approve a Resolution amending the FY2026 budget and BAF# 2026-093-A in the amount of $329,985.00; approve a 5-year multi-year preventive maintenance agreement in the amount of $33,777.00; and authorize the City Manager to execute any related agreements, amendments, and purchase orders necessary to complete the project.

BACKGROUND:

Executive Summary The existing HVAC system serving the facility requires critical upgrades to improve building ventilation, energy efficiency, and operational reliability. Staff recommends the owner-direct purchase and installation of one (1) Valent Rooftop Outside Air Unit, complete turnkey installation services, and a five-year preventive maintenance agreement. The overall project will be executed through three separate agreements with Trane U.S. Inc. based on their OMNIA Partners cooperative purchasing contract (#3341).

To fulfill this requirement, staff recommends piggybacking the competitively solicited cooperative purchasing contract between Racine County, Wisconsin, and Trane U.S. Inc. via OMNIA Partners (Contract No. 3341, effective September 1, 2022, through August 31, 2027). Utilization of cooperative purchasing contracts is authorized under Florida law and City purchasing policies when contracts are competitively awarded and demonstrate best value.

The total project authorization requested is $363,762.00. This encompasses $299,986.00 in base construction costs (equipment and installation, including statutory payment and performance bonds pursuant to F.S. § 255.05), a 10% project contingency of $29,999.00 for unforeseen field conditions, and $33,777.00 for the 5-year preventive maintenance agreement.

The 5-year preventive maintenance agreement totals $33,777.00, structured with

annual rate adjustments and billed quarterly:
Year 1: $5,992.00 / year ($1,498.00 / quarter)
Year 2: $6,322.00 / year ($1,580.50 / quarter)
Year 3: $6,702.00 / year ($1,675.50 / quarter)
Year 4: $7,112.00 / year ($1,778.00 / quarter)
Year 5: $7,649.00 / year ($1,912.25 / quarter)
The maintenance part of this agreement will be included in the adopted budget for each year of the contract.

Agreement / Component	Cost	Description
Owner Direct Equipment Purchase	$144,336.00	Procurement of the Valent/Trane rooftop unit hardware.
Turnkey Installation	$155,650.00	Installation labor, crane rigging, removal, disposal, electrical work, and required bonds.
Base Construction Subtotal	**$299,986.00**	**Subtotal of equipment and turnkey installation costs.**
10% Project Contingency	$29,999.00	Owner allocation for unforeseen site conditions (10% of construction subtotal).
Base Cost Plus Contingency	**$329,985.00**	Amount needed for BAF 2026-093-A
5-Year Service Agreement	$33,777.00	Preventive maintenance over 5 years (billed quarterly per schedule).
TOTAL PROJECT AUTHORIZATION	**$363,762.00**	

Staff requests that the City Council approve the piggyback purchasing method utilizing the OMNIA Partners / Trane Cooperative Contract No. 3341 for the three project agreements, approve a budget amendment to reallocate available funds for the project, pass a resolution authorizing the 10% project contingency amount of $29,999.00, and authorize the City Manager to execute all related agreements, amendments, and purchase orders necessary to complete the project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? No

If not budgeted, is amendment / transfer attached? Yes **BAF # 2026-093-A**

Fiscal Year 2026 (Equipment Purchase and Installation)

	Account Number	Description	Amount
From	001-0000-389.99-50	FUND BALANCE	($329,985)
To	001-3560-519.64-00	MACHINERY & EQUIP	**$329,985**

Fiscal Years 2027-2031 (5-Year Scheduled Maintenance) *subject to adopted budget
001-3560-519.46-00 REPAIR AND MAINTENANCE
FY27 $5,992
FY28 $6,322
FY29 $6,702
FY30 $7,112
FY31 $7,649

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve participation in cooperative contract with Trane U.S. Inc., utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the Playhouse HVAC system upgrades; approve agreements with Trane for an owner-direct equipment purchase of $144,336.00 and turnkey installation of $155,650.00; approve a resolution authorizing a 10% project contingency of $29,999.00; approve a Resolution amending the FY2026 budget and BAF# 2026-093-A in the amount of $329,985.00; approve a 5-year multi-year preventive maintenance agreement in the amount of $33,777.00; and authorize the City Manager to execute any related agreements, amendments, and purchase orders necessary to complete the project.

RESOLUTION NO. 2026-074

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 PLAY HOUSE HVAC SYSTEM UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $29,999.00 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 September 8, 2026 the City Council authorized the City Manager to proceed with the Play House HVAC system upgrades 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 Play House HVAC system upgrades provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $329,985.00 budgeted by the City Council for the project inclusive of the $29,999.00 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 September 8, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 093-A

Select Adjustment Type: Budget Amendment | Requesting Department #: Facilities-3560 | Date Prepared: 8/5/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 329,985)	001-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		($ 329,985)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 329,985) Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 329,985	001-3560-519.64-00	OTHER GEN GOVT SERVICES/MACHINERY & EQUIPMENT		$ 329,985	PW00VP
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 329,985 Total					

Reason/Justification for Adjustment:

Utilizing Assigned fund Balance to Approve participation in a cooperative purchasing agreement with Trane, utilizing the Racine County, Wisconsin / OMNIA Partners Contract #3341, for the upgrades of the Play House HVAC system in an amount not to exceed $299,986 and project contingency of $29,999.
Agenda# 2026-682

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-074

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

Jose Socias — Digitally signed by Jose Socias, DN: cn=Jose Socias, c=US, email=jsocias@cocoafl.org, Date: 2026.06.15 10:32:48 -04'00' — Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.13 10:34:34 -04'00' — Finance Approval Signature

Finance Director's Signature

Michael Gill — Digitally signed by Michael Gill, DN: cn=Michael Gill, ou=Public Works, Date: 2026.08.05 13:47:22 -04'00' — Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.03 08:26:04 -04'00' — Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: City of Cocoa

Job Name:
Cocoa Playhouse 45-ton AAON TK Repl - Equipment Only

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Date: August 27, 2026

Proposal Number: H3-252555-43217-1
Opportunity ID: 8740581

COOP Quote Number: H3-129406-26-005
COOP or Federal Contract ID: OMNIA Racine #3341

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

One (1) – Valent Rooftop Unit

Product Data

- 2” foam injected double wall panels and access doors
- Painted exterior – 2500 hr salt spray
- Inverter Scroll Compressor
- 2” MERV 8 Filters – (1 Set)
- Direct drive backward inclined plenum fans with factory VFD
- Aegis Motor Shaft Grounding
- Hinged access doors
- Stainless Steel Drain Pan
- Modulating hot gas reheat
- SCR controlled electric heater
- Motorized, Low Leak Aluminum Outdoor air damper
- Condensate overflow switch
- Hail guards
- Single point power
- Factory mounted non-fused disconnect
- Thermostat – Space Temp and RH (Field Installed)
- Horizontal Discharge Curb Adapter (Field Installed)
- Factory startup

Warranty *(starts at unit start-up or 6 months after shipment, whichever occurs first)*

- 12-month parts and labor
- 60-month compressor

Exclusions

- BAS Integration, Smoke Detectors, External Disconnects, Spare Filters, Curb Insulation, Corrosion Coatings, Magnehelic Gauge.

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Total Net Price *(excluding sales tax)* ..... $ 144,336.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable ☐ Exempt ☐	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: https://trane.certifytax.com/custportalas.aspx . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: financial_services-tax_department@tranetechnologies.com.

Dean Drafts
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751
Office Phone: (407) 660-1111

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT**. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating, or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup**. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both

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at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments**. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets, and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery, or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point, and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all

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previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow-down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0326)
Supersedes 1-26.130-4(0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
    a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
    b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
    c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
    d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
    e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

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12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
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Trane Turnkey Proposal - Cocoa Playhouse OAU



Turnkey Proposal For:
Jose Socias
Facilities & Capital Projects Manager
City of Cocoa

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Dean Drafts
Account Manager
E-mail: dean.drafts@trane.com
Cell: (407) 702-9704

Proposal ID: 8812893

COOP Quote Number:
H3-129406-26-004

COOP or Federal Contract ID:
OMNIA Racine #3341

Date: August 27, 2026

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Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help the City of Cocoa reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from the City of Cocoa to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Cocoa Playhouse should expect from this project are highlighted below.

- **Trane Safety Plans in Place**
- **Trane Installation Team Oversight**
- **Turnkey Project**

Trane appreciates the opportunity to earn your business. Your investment in the proposed project will provide Cocoa Playhouse with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with the City of Cocoa for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Dean Drafts

Dean Drafts
Account Manager, Trane U.S. Inc.

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Prepared For:
Jose Socias

Date:
August 27, 2026

Job Name:
Cocoa Playhouse OAU

Proposal ID:
8812893

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
CMC1249843 & CGC1522217

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Jose Socias and based on the site survey performed on 02/25/2026.

Turnkey Installation of HVAC Equipment – Mechanical

- Provide storage and delivery of new OAU and curb adapter to jobsite.
- Provide crane, rigging, permits, signal personnel, and lift plan.
- Provide labor and materials to disconnect existing supply air and return air ductwork, condensate drain, and equipment tiedowns from existing rooftop OAU.
- Rig and hoist existing OAU off roof and onto trailer for site haul off.
- Prep existing roof curb with spray adhesive and new foam tape.
- Rig and hoist new customer-provided customer roof curb adapter onto existing roof curb and fasten down with self-tapping screws or curb straps on all sides.
- Prep new curb adapter with spray adhesive and new foam tape.
- Rig and hoist new customer-provided OAU onto new curb adapter and fasten down with self-tapping screws or curb straps on all sides.
- Install new supply air and return air duct transitions from existing ductwork to new side discharge curb adapter.
    - NOTE: New ductwork transitions to be internally lined.
- Install new 1 1/4" PVC p-trap and connect to existing condensate drain.
- Install new condensate overflow safety shutoff switch in drain pan of new OAU.
- Provide new thermostat and wiring drop into stage space for on/off OAU control.
- Provide corrosion coating on entire new OAU including interior, exterior, condenser coils, and evaporator coils.
- Provide air test and balance on new OAU system.
- Provide clean up and debris removal from site.
- Provide 1-year workmanship warranty.
- Provide mechanical, electrical, and crane permits as needed.
- Provide Payment and Performance Bonds.
- All labor is based on regular normal working hours (8AM - 5PM, Monday through Friday).

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Turnkey Installation of HVAC Equipment – Electrical

- Locate existing Outside Air Unit (OAU) power source, turn off, and install LOTO.
- Verify power off and save existing wiring for re-use.
- Provide and install junction box and wiring as required to tie existing power into new OAU.
- Reconnect Fire Alarm and Controls conduits.
    - Any additional wiring / terminations to be confirmed by customer's Life Safety Contractor.
- Provide and install new circuit breaker to match new OAU nameplate rating.
- Terminate and torque all connections.
- Remove LOTO and power on.
- Verify voltage and proper operations with Start-Up Technician.

Proposal Notes / Clarifications

- Work to be performed during regular normal working hours (8AM - 5PM, Monday through Friday).
- Proposal does not include "Premium Time" or Price Contingency therefor.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- Repair / recalibration of the existing building controls are not included.
- Any and all Building Automation System (BAS) work is not included.
- All new wiring circuits at or above 110/120 volts is not included.
- Fire alarm work or life safety systems are not included.
- Engineering is not included.
- Concrete pads or sidewalk repairs are not included.
- Painting or patching of any kind not listed is not included.
- New main power is not included.
- New field-installed electrical disconnects are not included as the new units include factory installed non-fused disconnect switches.
- No MOT plan or barricade rentals are included.
- Signal personnel for crane lift road safety is included.
- New Outside Air Unit (OAU) and custom roof curb adapter not included within this proposal scope and will be provided separately.
- Any and all work not specified is not included and is to be considered extra.

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Pricing and Acceptance

Jose Socias
City of Cocoa
65 Stone St
Cocoa, FL 32922

Price

Total Net Price *(excluding sales tax)* …….. $ 155,650.00 *

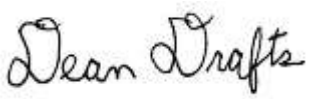
* Above pricing in accordance with OMNIA Racine #3341 Federal Piggyback Contract

NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated August 27, 2026.

Financial items not included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Dean Drafts
Account Manager
Trane U.S. Inc.
E-mail: dean.drafts@trane.com
Cell Phone: (407) 702-9704

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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Dean Drafts	Cell: (407) 702-9704 Office: (407) 660-1111 Proposal Date: August 27, 2026
CUSTOMER ACCEPTANCE City of Cocoa	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CMC1249843 & CGC1522217

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder..

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

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completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL**

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COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

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individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
Supersedes 1-26.251-10(0325)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
    a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
    b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
    c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
    d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
    e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

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11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

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5-Year Scheduled Service Agreement

Service Proposal For
Cocoa City Of
65 Stone St
Cocoa, FL 32922-3292
Jose Salcedo

Site Address
Cocoa Playhouse
300 brevard ave
Cocoa, FL 32922

Service Contract Number
8812893

Proposal ID
8812893

Date: August 27, 2026

Local Trane Office
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative
Dean Drafts
Cell: (407) 702-9704
Office: (407) 660-1111

CO-OP Quote Number
H3-129406-26-004

CO-OP or Federal Contract ID
OMNIA Racine #3341



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Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751
Phone: (407) 660-1111
Fax: (407) 660-0303

August 27, 2026

Cocoa City Of
65 Stone St
Cocoa, FL 32922-3292
(321) 433-8772

Site Address:
Cocoa Playhouse
300 brevard ave
Cocoa, FL 32922

ATTENTION: Jose Salcedo

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to your needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (FEMP O&M Guide 2010)

EQUIPMENT LIST

Cocoa Playhouse

The following "Covered Equipment" will be serviced at Cocoa Playhouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number
Outside Air Unit	1	Valent / Trane	VX-312-40I-1-G2	TBD

Service Description	Quantity Per Contract
Outside Air Unit Annual Maintenance (Service 1)	5
Outside Air Unit Quarterly Maintenance (Service 2)	15

REFRIGERANT MANAGEMENT COMPLIANCE

The following Refrigerant Management features will be included:

Standard Agreement
Trane will provide the EPA Standard data to Customer via our Field Report and Refrigerant Activity Report. This option does not include reports supplied in the future. Customer (Owner/Operator) has been made aware that the regulatory responsibility to keep the records remains with them and not the Service Provider (Trane).

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Outside Air Unit Annual Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection
- Replace Belt(s) on Supply Fan
- Replace Belt(s) on One Return Air Fan
- Filter Inspection and Change
- Condenser Coil Cleaning
- Evaporator Coil Cleaning
- Condensate Drip Pan Inspection and Treatment
- Check Damper
- Meg (One) Fan Motor
- Electrical Inspection (Over 10 Tons Rooftop)
- Log Unit

Service 2: Outside Air Unit Quarterly Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change
- Condenser Coil Cleaning
- Check Damper
- Log Unit

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PRICING AND ACCEPTANCE

Jose Salcedo
Cocoa City Of
65 Stone St
Cocoa, FL 32922-3292

Site Address:
Cocoa Playhouse
300 brevard ave
Cocoa, FL 32922

TOTAL INVESTMENT .....$33,777.00 USD *

* Above pricing in accordance with OMNIA Racine #3341 Federal Piggyback Contract

NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated August 27, 2026.

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice
- Any service not listed is not included
- Work will be performed during normal Trane business hours
- This proposal is valid for 30 days from August 27, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Dean Drafts

Dean Drafts
Cell: (407) 702-9704
Office: (407) 660-1111

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Dean Drafts
_____ Printed Name	Proposal Date: August 27, 2026 Cell: (407) 702-9704 Office: (407) 660-1111
_____ Title	License Number:
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning _____.
Total Contract Amount: $33,777.00 USD.

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Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Scheduled Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	5,992.00	1,498.00	Quarterly
Year 2	6,322.00	1,580.50	Quarterly
Year 3	6,702.00	1,675.50	Quarterly
Year 4	7,112.00	1,778.00	Quarterly
Year 5	7,649.00	1,912.25	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning _____. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

~~Following expiration of the initial term on _____, this Agreement shall renew automatically for successive periods of 5 years (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence~~. Services may renew for additional periods only by written agreement between both parties. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 2301 Lucien Way, Suite 430, Maitland, FL 32751.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to per¬form or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing

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Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY.

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government**. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual

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is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0326)
Supersedes 1-26.130-7 (0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

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9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls- Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an anual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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

January 26, 2023

To: All Departments

Subject: Approved use of Omnia Partners contract 3341 with Trane US Inc.

The Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

The contract provides discounted pricing for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services such as training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades.

IFB # RC2022-of 1001, General Terms and Conditions Section II-K National Contract states the solicitation is available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program and that the successful bidder is required to extend these services. It is further stated under Attachment D that Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase.

The City may enter into supplementary agreements and/or append its terms and conditions to the master agreement through the issuance and vendor acceptance of a purchase order.

The vendor quote and department requisition must clearly reference that pricing is being provided in according with this contract. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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

Brian Dale
Purchasing Manger
City of Cocoa

Racine County, Wisconsin

Contract # 3341

for

HVAC Products, Installation, Labor Based Solutions and Related Product and Services

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the IFB, incorporated by reference

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by: Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by: Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by: Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 8/16/2022
95FF4CCACB964F1...



Racine County Wisconsin

HVAC Products, Installation, Labor Based Solutions, and Related Products / Services

IFB #RC2022-1001

Submitted July 21, 2022, by Trane U.S. Inc.

A. Certification of Vendor

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: Greg Spencer

TITLE: Strategic Cooperative Program Leader

COMPANY: Trane U.S. Inc.

ADDRESS: 800 Beaty Street

CITY, STATE, ZIP: Davidson, NC 28036-6924

TELEPHONE: 469-442-6055 FAX: _____

E-MAIL: gsspencer@trane.com

DATE: June 22, 2022

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Other Exhibits & Documents

The following documents are provided as Appendices:

- Appendix 1: Acknowledgement of Addenda
- Appendix 2: Exhibit A – Response for National Cooperative Contract
- Appendix 3: Exhibit B – Administration Agreement, Example
- Appendix 4: Exhibit F – Federal Funds Certifications
- Appendix 5: Exhibit G – New Jersey Business Compliance

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C. Executive Summary

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

Trane has presented 122 high-level products/equipment options and 48 labor classifications and services for your consideration, and are ready to provide HVAC Equipment and Products, Installation, and Services, and other Related Products/Solutions in response to this IFB.

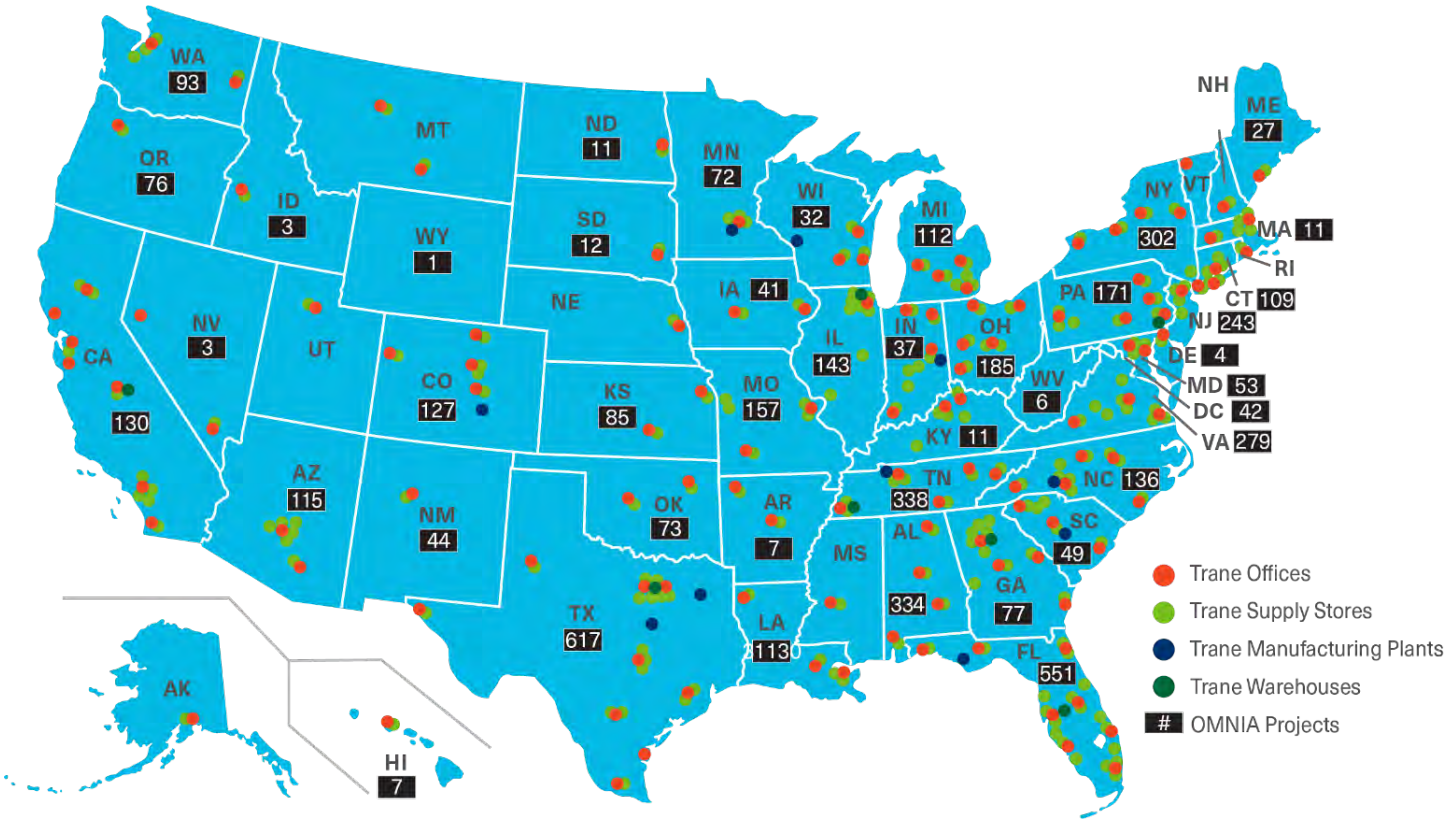
Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the **Harford County Public Schools and U.S. Communities Contract** (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, **Trane secured the Port of Portland and U.S. Communities Contract.** Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. **Trane has booked $1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.**

Alabama	$22,282,635.39	**Kentucky**	$1,349,239.50	**Oklahoma**	$9,834,236.76
Arizona	$26,639,032.49	**Louisiana**	$1,149,096.30	**Oregon**	$9,151,530.40
Arkansas	$2,901,717.35	**Maine**	$745,095.24	**Pennsylvania**	$77,036,481.90
California	$29,571,264.24	**Maryland**	$14,804,678.33	**South Carolina**	$10,944,092.54
Colorado	$35,176,520.47	**Massachusetts**	$17,961.87	**South Dakota**	$883,364.75
Connecticut	$7,352,071.05	**Michigan**	$16,591,434.19	**Tennessee**	$93,940,188.53
Delaware	$2,575,026.00	**Minnesota**	$30,725,610.77	**Texas**	$164,920,070.45
Florida	$182,726,065.31	**Missouri**	$20,131,774.73	**Virginia**	$165,765,449.25
Georgia	$24,161,110.01	**Nevada**	$259,244.50	**Washington**	$20,555,568.09
Hawaii	$1,736,184.19	**New Jersey**	$72,477,397.96	**Washington, DC**	$8,031,046.25
Idaho	$1,571,373.00	**New Mexico**	$6,192,604.28	**West Virginia**	$6,786.54
Illinois	$87,170,264.87	**New York**	$87,653,962.56	**Wisconsin**	$9,387,240.15
Indiana	$19,875,621.11	**North Carolina**	$23,380,670.18	**Wyoming**	$49,148.52
Iowa	$7,858,608.39	**North Dakota**	$1,086,231.13		
Kansas	$12,782,043.21	**Ohio**	$47,018,541.70		

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Trane's robust national infrastructure includes: 124 project offices, 205 parts/supply facilities, 6 express warehouses, and 11 manufacturing plant sites. Trane has 2,138 Salespersons and Project Managers available to support the Racine Contract.





Trane will work with OMNIA Partners so all participating agencies are aware of our contract award via a 90 day plan that includes emailing over 80,000 direct customer contacts, a co-branded press release, and publicity campaigns via our dedicated OMNIA website, direct mail, social media, and trade show promotion.

Our experienced Cooperative Contracting group is well-positioned to help Racine County—and the agencies that will piggyback off this contract—secure the goods and services they need to support their communities. With over 100 years of collective experience, Trane's Cooperative Contract Team brings to Racine County extensive knowledge and diverse know-how in navigating public procurement contracting. We look forward to bringing this experience to Racine County and its public procurement partners.

We sincerely appreciate your consideration.

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D. Responsible Bidder

Minimum Criteria

The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Trane U.S. Inc. meets all the minimum criteria to be eligible for this contract:

- Trane is a $14B corporation that has been in business for over 100 years. Our most recent balance sheet is shown below.
- Trane has held a cooperative contract since 1998 and has held the Harford County Public Schools and U.S. Communities Contract since 2015.
- Trane is properly licensed and incorporated to do business in the State of Wisconsin.

1. Detailed Response to Attachment D, Exhibit A

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.

Please see Appendix 2 for Trane's detailed response to Exhibit A under Attachment D.

a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

Trane acknowledges that Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

Trane acknowledges that The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.

Trane will not require additional agreements from Participating Public Agencies.

2. Positive Balance Sheet

2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

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Balance Sheet from 2021 Annual Report

Trane Technologies plc
Consolidated Balance Sheets

In millions, except share amounts

DECEMBER 31,	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 2,159.2	$ 3,289.9
Accounts and notes receivable, net	2,429.4	2,202.1
Inventories	1,530.8	1,189.2
Other current assets	351.5	224.4
Total current assets	6,470.9	6,905.6
Property, plant and equipment, net	1,398.8	1,349.5
Goodwill	5,504.8	5,342.8
Intangible assets, net	3,305.6	3,286.4
Other noncurrent assets	1,379.7	1,272.4
Total assets	$ 18,059.8	$ 18,156.7
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,787.3	$ 1,520.2
Accrued compensation and benefits	544.8	451.1
Accrued expenses and other current liabilities	2,069.9	1,592.0
Short-term borrowings and current maturities of long-term debt	350.4	775.6
Total current liabilities	4,752.4	4,338.9
Long-term debt	4,491.7	4,496.5
Postemployment and other benefit liabilities	810.9	1,024.6
Deferred and noncurrent income taxes	581.5	578.5
Other noncurrent liabilities	1,150.2	1,291.1
Total liabilities	11,786.7	11,729.6
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (259,695,768 and 263,309,250 shares issued at December 31, 2021 and 2020, respectively)	259.7	263.3
Ordinary shares held in treasury, at cost (24,500,935 and 24,500,862 shares at December 31, 2021 and 2020, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,353.2	8,495.3
Accumulated other comprehensive income (loss)	(637.6)	(631.5)
Total Trane Technologies plc shareholders' equity	6,255.9	6,407.7
Noncontrolling interest	17.2	19.4
Total equity	6,273.1	6,427.1
Total liabilities and equity	$ 18,059.8	$ 18,156.7

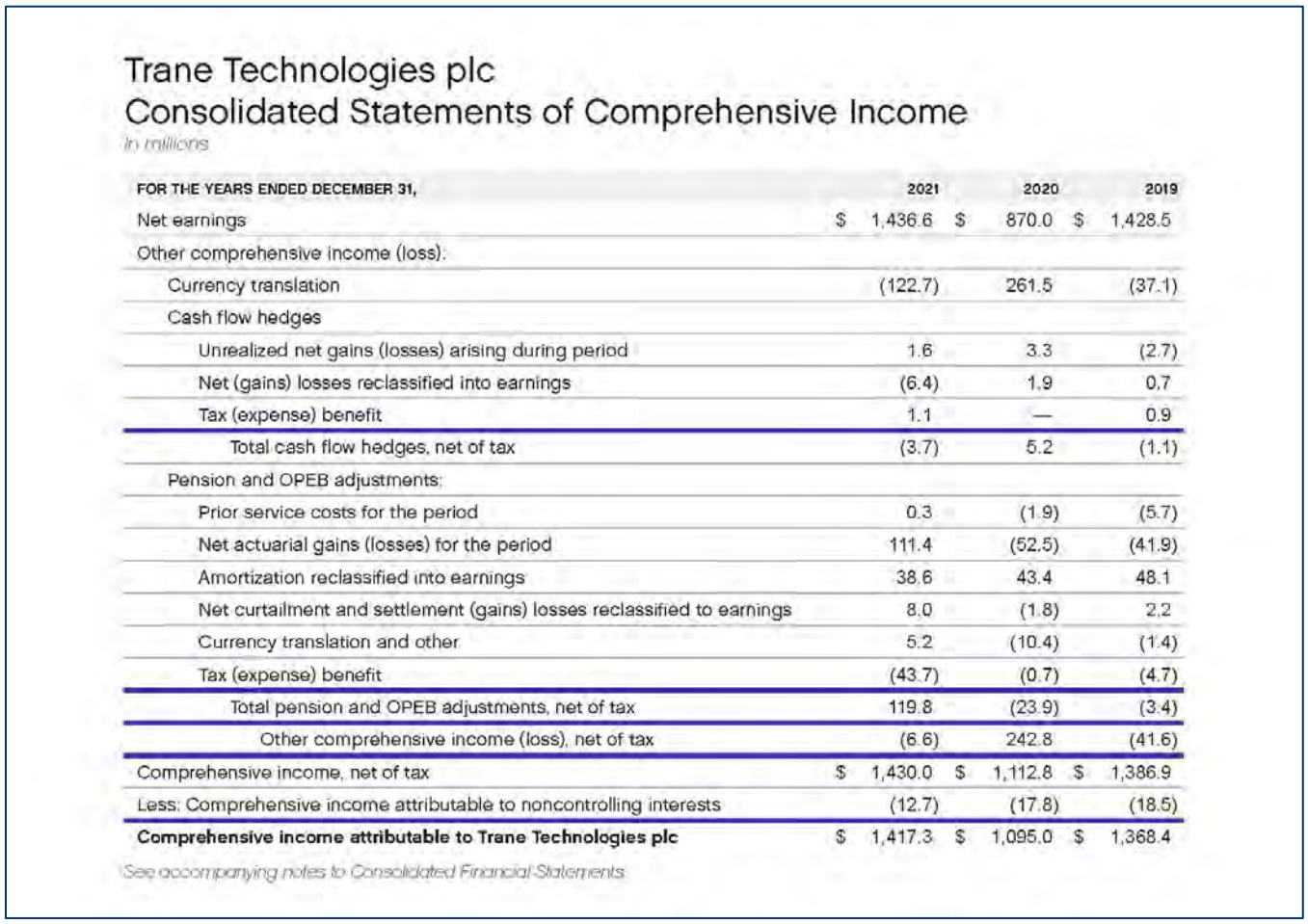
See accompanying notes to Consolidated Financial Statements.

2021 ANNUAL REPORT

2021 Annual Report F-6

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Income Statement from 2021 Annual Report



Trane Technologies plc
Consolidated Statements of Comprehensive Income
In millions

FOR THE YEARS ENDED DECEMBER 31,	2021	2020	2019
Net earnings	$ 1,436.6	$ 870.0	$ 1,428.5
Other comprehensive income (loss):			
Currency translation	(122.7)	261.5	(37.1)
Cash flow hedges			
Unrealized net gains (losses) arising during period	1.6	3.3	(2.7)
Net (gains) losses reclassified into earnings	(6.4)	1.9	0.7
Tax (expense) benefit	1.1	—	0.9
Total cash flow hedges, net of tax	(3.7)	5.2	(1.1)
Pension and OPEB adjustments:			
Prior service costs for the period	0.3	(1.9)	(5.7)
Net actuarial gains (losses) for the period	111.4	(52.5)	(41.9)
Amortization reclassified into earnings	38.6	43.4	48.1
Net curtailment and settlement (gains) losses reclassified to earnings	8.0	(1.8)	2.2
Currency translation and other	5.2	(10.4)	(1.4)
Tax (expense) benefit	(43.7)	(0.7)	(4.7)
Total pension and OPEB adjustments, net of tax	119.8	(23.9)	(3.4)
Other comprehensive income (loss), net of tax	(6.6)	242.8	(41.6)
Comprehensive income, net of tax	$ 1,430.0	$ 1,112.8	$ 1,386.9
Less: Comprehensive income attributable to noncontrolling interests	(12.7)	(17.8)	(18.5)
Comprehensive income attributable to Trane Technologies plc	$ 1,417.3	$ 1,095.0	$ 1,368.4

See accompanying notes to Consolidated Financial Statements

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Balance Sheet from 2020 Annual Report

Trane Technologies plc
Consolidated Balance Sheets

In millions, except share amounts

DECEMBER 31,	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,289.9	$ 1,278.6
Accounts and notes receivable, net	2,202.1	2,184.6
Inventories	1,189.2	1,278.6
Other current assets	224.4	344.8
Assets held-for-sale	—	4,207.2
Total current assets	6,905.6	9,293.8
Property, plant and equipment, net	1,349.5	1,352.0
Goodwill	5,342.8	5,125.7
Intangible assets, net	3,286.4	3,323.6
Other noncurrent assets	1,272.4	1,397.2
Total assets	$ 18,156.7	$ 20,492.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,520.2	$ 1,381.3
Accrued compensation and benefits	451.1	442.4
Accrued expenses and other current liabilities	1,592.0	1,564.2
Short-term borrowings and current maturities of long-term debt	775.6	650.3
Liabilities held-for-sale	—	1,200.4
Total current liabilities	4,338.9	5,238.6
Long-term debt	4,496.5	4,922.9
Postemployment and other benefit liabilities	1,024.6	1,048.2
Deferred and noncurrent income taxes	578.5	572.0
Other noncurrent liabilities	1,291.1	1,398.2
Total liabilities	11,729.6	13,179.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (263,309,250 and 262,804,939 shares issued at December 31, 2020 and 2019, respectively)	263.3	262.8
Ordinary shares held in treasury, at cost (24,500,862 and 24,499,897 shares at December 31, 2020 and 2019, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,495.3	9,730.8
Accumulated other comprehensive (loss)	(631.5)	(1,006.6)
Total Trane Technologies plc shareholders' equity	6,407.7	7,267.6
Noncontrolling interest	19.4	44.8
Total equity	6,427.1	7,312.4
Total liabilities and equity	$ 18,156.7	$ 20,492.3

See accompanying notes to Consolidated Financial Statements.

2020 ANNUAL REPORT

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Income Statement from 2020 Annual Report

Trane Technologies plc
Consolidated Statements of Comprehensive Income

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net revenues	$ 12,454.7	$ 13,075.9	$ 12,343.8
Cost of goods sold	(8,651.3)	(9,085.5)	(8,582.5)
Selling and administrative expenses	(2,270.6)	(2,320.3)	(2,249.2)
Operating income	1,532.8	1,670.1	1,512.1
Interest expense	(248.7)	(242.8)	(221.0)
Other income/(expense), net	4.1	(28.4)	(33.3)
Earnings before income taxes	1,288.2	1,398.9	1,257.8
Benefit (provision) for income taxes	(296.8)	(238.6)	(234.9)
Earnings from continuing operations	991.4	1,160.3	1,022.9
Discontinued operations, net of tax	(121.4)	268.2	334.6
Net earnings	870.0	1,428.5	1,357.5
Less: Net earnings from continuing operations attributable to noncontrolling interests	(14.2)	(15.2)	(15.1)
Less: Net earnings from discontinuing operations attributable to noncontrolling interests	(0.9)	(2.4)	(4.8)
Net earnings attributable to Trane Technologies plc	$ 854.9	$ 1,410.9	$ 1,337.6
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	$ 977.2	$ 1,145.1	$ 1,007.8
Discontinued operations	(122.3)	265.8	329.8
Net earnings	$ 854.9	$ 1,410.9	$ 1,337.6
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	$ 4.07	$ 4.74	$ 4.08
Discontinued operations	(0.51)	1.10	1.33
Net earnings	$ 3.56	$ 5.84	$ 5.41
Diluted:			
Continuing operations	$ 4.02	$ 4.69	$ 4.03
Discontinued operations	(0.50)	1.08	1.32
Net earnings	$ 3.52	$ 5.77	$ 5.35

2020 ANNUAL REPORT

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Trane Technologies plc
Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net earnings	$ 870.0	$ 1,428.5	$ 1,357.5
Other comprehensive income (loss):			
Currency translation	261.5	(37.1)	(230.6)
Cash flow hedges			
Unrealized net gains (losses) arising during period	3.3	(2.7)	1.2
Net gains (losses) reclassified into earnings	1.9	0.7	0.9
Tax (expense) benefit	—	0.9	(0.1)
Total cash flow hedges, net of tax	5.2	(1.1)	2.0
Pension and OPEB adjustments:			
Prior service costs for the period	(1.9)	(5.7)	(16.0)
Net actuarial gains (losses) for the period	(52.5)	(41.9)	12.8
Amortization reclassified into earnings	43.4	48.1	50.7
Settlements/curtailments reclassified to earnings	(1.8)	2.2	2.5
Currency translation and other	(10.4)	(1.4)	7.5
Tax (expense) benefit	(0.7)	(4.7)	(17.2)
Total pension and OPEB adjustments, net of tax	(23.9)	(3.4)	40.3
Other comprehensive income (loss), net of tax	242.8	(41.6)	(188.3)
Comprehensive income, net of tax	$ 1,112.8	$ 1,386.9	$ 1,169.2
Less: Comprehensive income attributable to noncontrolling interests	(17.8)	(18.5)	(16.9)
Comprehensive income attributable to Trane Technologies plc	$ 1,095.0	$ 1,368.4	$ 1,152.3

See accompanying notes to Consolidated Financial Statements

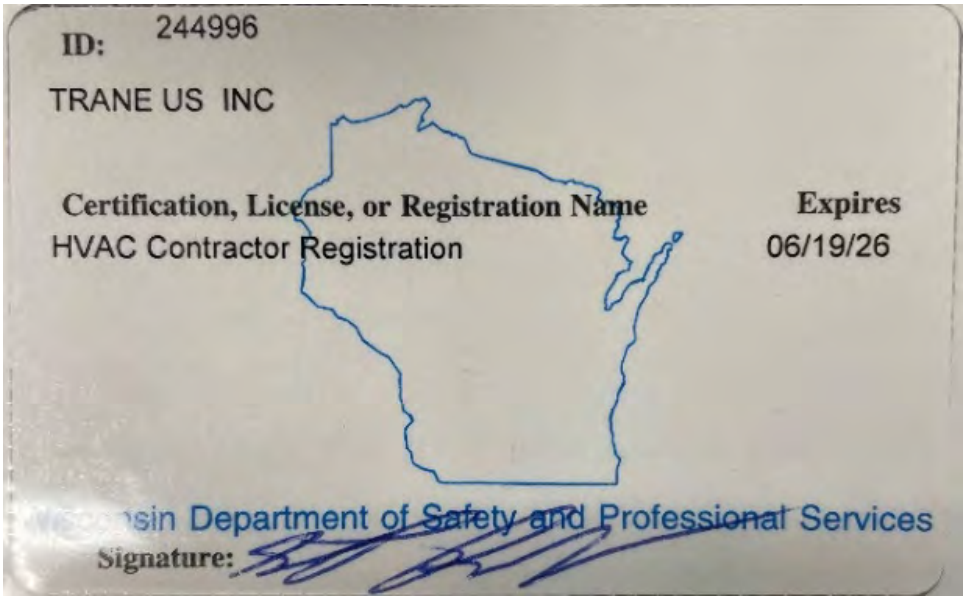
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3. Business License

3. Business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.

Trane is licensed to do business in Wisconsin and **all other states in the United States**.

Wisconsin HVAC Contractor Registration



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Wisconsin Contractor Re-Certification

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2022

Trane U.S., Inc.
Attn: Tyler Schmitz
5302 Voges Rd.
Madison, WI 53718

Dear Tyler:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Trane U.S., Inc. is re-certified to bid in the following divisions of work up to the following thresholds:

Division of Work	Bid Threshold (Per Project)
General	$20,000,000
Mechanical	$20,000,000
Other:	
Equipment Supplier	$4,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of $300,000 or less).

When submitting your bids, please use your company name (Trane U.S., Inc.) as certified. Please do not submit bids outside of your certified divisions of work and/or over your certified bid amount thresholds (per project) as these bids will be rejected. Your new certification is valid until March 28, 2024. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development

Wisconsin Department of Administration

Facilities Development, PO Box 7866, Madison, WI 53707-7866
Phone: (608) 266-2731 | DOA.WI.GOV

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4. Proof of Insurance

4. Proof of insurance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2021

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 MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	**CONTACT NAME:** Michaela Grasshoff, ARM **PHONE (A/C, No, Ext):** 212-345-2794 **FAX (A/C, No):** **E-MAIL ADDRESS:** Michaela.Grasshoff@marsh.com
INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA — 19445 COMPANY B: Travelers Indemnity Co of America — 25666 COMPANY C: Travelers Property Casualty Co of Amer — 25674

COVERAGES **CERTIFICATE NUMBER:** 615940 **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 Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$7,500,000.00 $1,000,000.00 $10,000.00 $7,500,000.00 $7,500,000.00 $7,500,000.00
A A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY PHYSICAL DAMAGE/SELF			CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$5,000,000.00
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8M35413A-21-51-K (AOS) UB-9L048059-21-51-D (MN) UB-8M370386-21-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021 4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022 4/17/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $3,000,000.00 $3,000,000.00 $3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER	**CANCELLATION**
Evidence of Insurance , ,, , United States	**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** Marsh USA, Inc. BY: Michaela Grasshoff, ARM

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Requested By:Trane Technologies Corporate Risk Management

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Job Description: For Purposes of RFP Submission and General Evidence of Insurance

For questions regarding this certificate of insurance contact: Trane Technologies Corporate Risk Management Email: rhonda.darbouze@tranetechnologies.com Phone: 732-652-6778

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5. Bonding Capacity

5. Bonding capacity and capability of securing high dollar Performance Bonds.

Trane can consider single projects up to $100 million within an aggregate limit of $300 million.

6. W-9

6. Completed and signed W-9 Request for Taxpayer Identification Number and Certification form.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

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) ▶

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) 5
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.
800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code
DAVIDSON, NC 28036

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 5 - 0 9 0 0 4 6 5

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 ▶ Date ▶ 1/4/2022

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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7. Background Information

7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.

Trane U.S. Inc. (Trane) is a wholly owned subsidiary of Trane Technologies (NYSE: TT) and was incorporated in 1929. Trane is a global climate innovator with over $14 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability. These prominent brands include Trane, Thermo King, and a host of other category-leading brands.

Trane first received NAESCO Accreditation in 2004 and is one of only 13 NAESCO Accredited Energy Service Providers. The ESP designation is defined as: "The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

In addition, Trane has been a qualified DOE ESCO since 1999 and has managed energy services performance contracting programs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. Additional awards/recognitions include:



Accredited NAESCO since 2004. One of only 13 NAESCO Accredited Energy Service Providers (ESP).



Qualified Department of Energy ESCO since 1999 and DOE IDIQ ESPC contract holder.



Committed to reducing one gigaton of carbon emissions from our customers' footprint by 2030 – the largest B2B customer climate commitment.



Included on World's Most Admired Companies list by Fortune Magazine – 10th consecutive year.



Recognized as Top Supplier Diversity Programs by U.S. Veterans Magazine.



Named America's Most Trusted® HVAC brand by Lifestory Research® – 7th consecutive year.

- 2022, Fortune magazine World's Most Admired Companies — 10th consecutive year
- 2022, Lifestory Research "America's Most Trusted® HVAC Brand"—8th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2021, Top Supplier Diversity Programs, U.S. Veterans Magazine's (USVM) annual Best of the Best list
- 2020, Top Veteran-friendly Company, U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year

Dow Jones Sustainability Indexes

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- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- 2019, Business Intelligence Group (BIG), Green Company of the Year, Manufacturing and Technology category
- 2019, Urban Green Council (UBC), Partner of the Year
- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester's Honor Awards "ENABLE Off-Grid Mobile Solar PV & LED Lighting Project", U.S. Forest Service ENABLE ESPC

Trane's Strengths

30 years of experience on a national cooperative

100+ years in business

Hold **#1 or #2 market positions** in all our business lines globally as a corporation

Experienced sales force, 12 Regions / **124 offices** across the U.S. able to do business in **all 50 states**

700+ LEED APs, **182** Professional Engineers, and **240** Certified Energy Managers

Active in ASHRAE, BOMA, USGBC. **Trane engineer is current president of ASHRAE**.

Nationally Accredited Energy Service Provider (**ESP**) with NAESCO for 18 years

Leader in industry training - proven through **NC3 Sponsorship** (National Coalition of Certification Centers)

Product Innovation: chiller design, applications company, IAQ company, thermal energy - comprehensive

Trane Vision: A World of Sustainable progress and enduring results

Trane Purpose: We advance the quality of life by creating comfortable, sustainable, and efficient environments

Customer for Life Mentality

Dedicated Commitment to **Safety** – Experience Modification Rate of 0.61

Commitment to **Sustainability** – Center for Energy Efficiency & Sustainability (CEES)

Energy Services & Controls concentrated offerings

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Size of Firm

Trane has over 34,000 employees worldwide. In the United States, Trane employs over 11,000 salaried employees and 13,500 hourly employees.

Legal Status

Trane is a corporation.

Lines of Business

Trane has a 100+ year history as a trusted provider of superior HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. We have a global network of offices and service/parts locations to support energy conservation projects. Our local service organization will provide 24/7 technical support and access to a robust national supply chain. This community-based approach will help keep your operations running smoothly and provide rapid response in case of emergency. Our lines of business are provided under **Lines of Business: Trane Services** and **Lines of Business: Trane Building Systems and Technologies.**

Management and Technical Expertise

LOCAL PROJECT MANAGEMENT APPROACH

Trane's projects are managed locally. Each Trane office has the qualifications and hands-on relevant experience to deliver across all project phases. Trane offers vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities ECMs at the project site in accordance with the design, costs, schedule, safety protocols, and QC processes. The PM leads and manages the installation team, including subcontractors, and is responsible for the Project Schedule. The following corporate management/technical resource pool is available to support the local delivery team:



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After the project is constructed, Trane's local service and maintenance team ensures optimum operations. Through the innovative use of data trending and analytics, Trane can provide opportunities for continuous system improvement optimization**. Most companies do not directly employ HVAC or Controls Service Personnel**. When a customer needs service, a locally based service company will respond on their behalf. Trane's truck-based service personnel promptly respond to any request. These service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30 years of HVAC industry experience. Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.

Trane's local project delivery model offers the following advantages:

- **A local service organization to provide 24/7 technical support and a robust national supply chain.** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.
- **Intelligent Services/BAS technicians** to analyze building data and provide scheduled and on-call local service support. This will contribute to uptime for ongoing operations and provide rapid response in case of emergency.
- **Established relationships** with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Our network includes a pool of pre-qualified sub-contractors to perform work such as electrical, piping, rigging, etc.
- **Expertise to perform system upgrades and replacements**, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane's local offices have dedicated professionals in each of the following areas:
    - **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
    - **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
    - **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
    - **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
    - **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
    - **Training:** Fully equipped training facilities for seminars and training on industry issues Awards

SAFETY APPROACH

Safety Planning is woven into Trane's Construction/Installation Approach. See Section: "Trane's Safety Policy" for additional information.

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MITIGATING DISRUPTIONS TO DAILY OPERATIONS

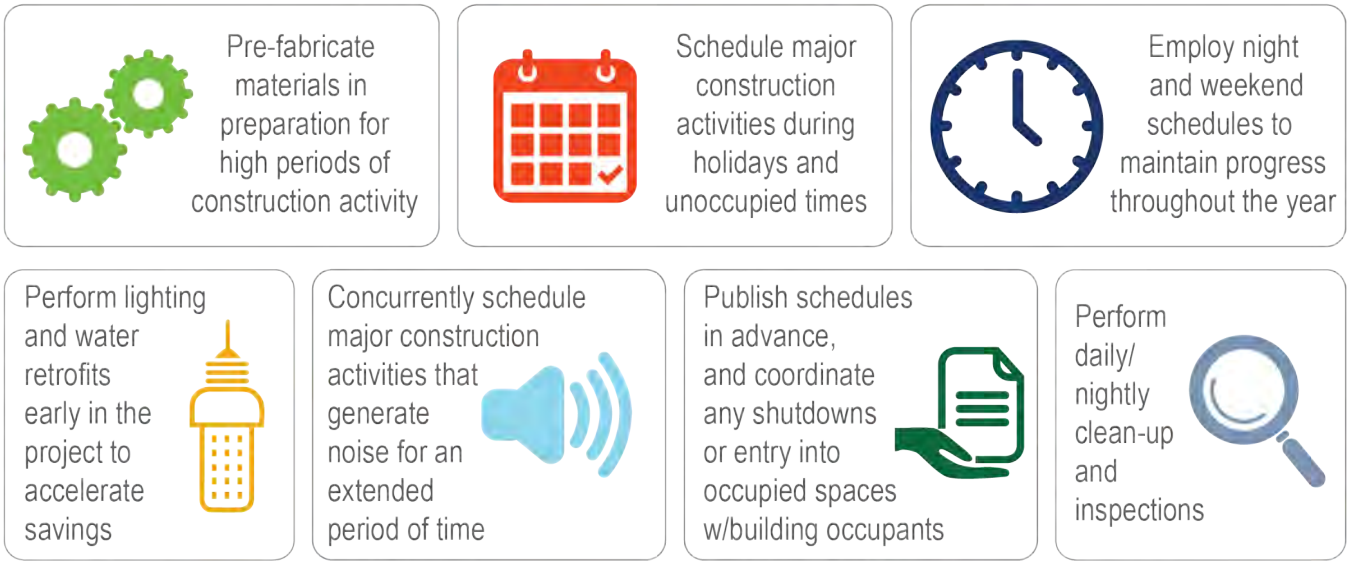
Virtually all our projects feature construction activities across multiple buildings and work in occupied spaces. Our local teams are experienced in scheduling work activities and implementing projects in a way that minimizes disruption to daily operations. We work with our customers to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Trane will schedule installations in occupied areas – such as lighting and water conservation upgrades – during low-occupancy times and create/publish work schedules with estimated completion times in advance. We will also develop a detailed facility phasing plan for customer review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that will be completed, and acceptable shutdown times for each occupied space.

Trane will coordinate with facility leadership and create signage that notifies occupants of upcoming work and shutdowns. Trane will actively manage all aspects of construction and will provide site supervision to manage crews and immediately respond to any occupant issues or questions. Trane will hold meetings with the facility occupants to keep the Trane team informed of the access and scheduling requirements for the proposed efficiency measures which impact implementation cost estimates and phasing plans.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team's review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:



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Financial Position

Trane Technologies is a $14B public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

The Income Statement and Balance Sheet from our most recent annual report is included in Section D.2. of this response. Trane's entire annual report can be viewed at the following web address along with all other financial documents: https://investors.tranetechnologies.com/financial-information/financial-summary/default.aspx. A letter from J.P. Morgan summarizing their experience with Trane is provided below.

Jeffrey Stern
Executive Director
Diversified Industrials
Global Corporate Bank

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New York, NY 10179

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J.P.Morgan

January 21, 2022

Ladies and Gentlemen:

At the request of Trane Technologies (the "Company"), the parent company of Trane US, Inc., we are forwarding a resume of our banking experience when dealing with the Company.

JPMorgan Chase Bank, N.A. and our related affiliates, have had a significant banking relationship with the Company dating back several decades. Currently we accommodate the Company with credit facilities which include a low 10 figure unsecured revolving credit facility. Trane US, Inc. has also maintained a U.S. $ checking account with the J.P. Morgan Chase Bank, N.A. in New York for over 10 years. Our dealings over the years with the Company have always been handled in a very satisfactory manner.

JPMorgan Chase Bank, N.A. considers the Company to be a valued client and the organization is highly regarded by us.

We are furnishing this letter and the information contained herein to you as an accommodation to the Company and on the condition that this letter and the information contained herein is treated as confidential, that it is not intended to be, and does not constitute, representations regarding the general condition of the Company, its management or its future ability to meet its obligations, that neither we nor any of our officers, employees and agents shall have any liability or responsibility in connection herewith.

Best regards,

Executive Director

THE INFORMATION IN THIS LETTER IS PROVIDED AT THE REQUEST OF TRANE TECHNOLOGIES. THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION THEREWITH ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL, THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HEREWITH SHALL ATTACH TO JPMORGAN CHASE BANK, N.A., ANY OF ITS SUBSIDIARIES AND/OR AFFILIATES, OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT, OR ITS FUTURE ABILITY TO MEET ITS OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PERSONS ARE INFORMED THAT THIS RESPONSE IS A STRICTLY CONFIDENTIAL RESPONSE TO A REQUEST AND MAY BE INCOMPLETE. ANY STATEMENT ON THE PART OF JPMORGAN CHASE BANK, N.A., OR ANY OF ITS OFFICERS, AS TO THE RESPONSIBILITY OR STANDING OF ANY PERSON, FIRM OR CORPORATION, OR AS THE VALUE OF ANY SECURITIES, IS GIVEN AS A MERE MATTER OF OPINION FOR WHICH NO RESPONSIBILITY, IN ANY WAY, IS TO ATTACH JPMORGAN CHASE BANK, N.A. OR ANY OF ITS OFFICERS. FURTHERMOEW, NO OFFER OR SOLICITATION ON OUR PART WITH RESPECT TO THE SALE OF PURCHASE OF SECURITIES IS INTENDED OR TO BE IMPLIED.

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Years in Business

Trane has been manufacturing world-class HVAC equipment for over 100 years.

Unique Approaches or Techniques Developed and Used by Firm

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company. Over the next hundred years, Trane established its position as a pioneer in climate control by patenting its first air conditioner in 1931 then launching the Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Today Trane is an HVAC OEM operating worldwide, providing products and services unmatched in the industry. Just a few of Trane's unique approaches include:

- Building automation systems providing continuous commissioning
- Design, and energy simulation software used by many of the world's top design firms
- Intelligent systems that can help provide predictive failure analysis
- P3 partnerships providing educational opportunities,
- Thermal storage systems allowing load shedding and off-peak utility optimization
- Innovative partnerships with VRF technology

Lines of Business: Trane Services

Trane Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

ENERGY & SUSTAINABILITY

- **Energy Conservation Measures** Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed almost $3.5 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**. We solve energy problems holistically with top digital and analytical tools, engineering expertise, and a full portfolio of products and services. ESPC projects allow building owners to pay for significant building upgrades that improve energy efficiency via future energy savings that are guaranteed by Trane, eliminating the need for a significant capital expense. In addition to our work in the Commercial/State & Local/K-12/Higher Education vertical markets, Trane has been a Trane® has been a qualified DOE ESCO since 1999 and has implemented Federal ESPCs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.
- **Energy Monitoring & Analysis** Trane uses intelligent tools to monitor, track, predict, and optimize building operations. We offer a complete energy management solution that delivers improved building performance and reduced operating costs. Trane's software-driven energy

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load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices. Trane Intelligent Services has four major components:



Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.



Energy Performance

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.



Active Monitoring

Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.



Energy Assessment

Trane's cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- **Active Energy Management** Trane develops and implements integrated Active Energy Management programs that can lower energy costs, build sustainability, and reduce dependence on the electrical grid.
    - Renewable Energy & Distributed Energy Resources Trane can develop distributed energy resources (DER) to improve sustainability and resilience. Our services include onsite installations and renewable energy purchasing strategies, including virtual power purchasing agreements (VPPA). Trane's dedicated Renewable and Resilient Energy and Power Systems Team can implement solar PV, solar hot water heating, rainwater harvesting, biomass heating plants, geothermal heat pumps, cogeneration biogas, water/wastewater, and smart grid technology.
- **Financing & Energy Services Contracting** Trane's Financing Group provides expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Trane experts help customers select the best tool for their goals. Trane experts also help customers increase their buying power as part of a purchasing cooperative or group. Trane is a member of the nation's leading cooperative and group purchasing organizations supporting public, non-profit, and health care organizations.

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OPERATE, MAINTAIN & REPAIR



- **Connectivity and Cloud Services** Trane provides secure and scalable solutions via Trane's building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based customer portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane's Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.
- **HVAC System Management** Trane develops warranty and maintenance programs that improve budget planning, save energy, and minimize downtime. Offerings include start-up services to ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.
- **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
- **Rental Solutions** Trane Rental Services provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their customers via a network of more than 360 locations throughout the United States and Canada.

DESIGN, UPGRADE & MODERNIZE

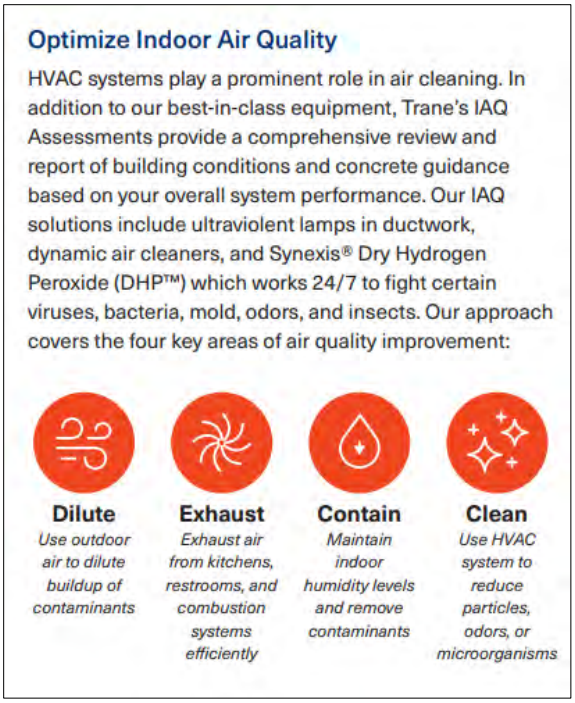


- **Upgrading Existing Equipment** Trane upgrades help HVAC systems operate more efficiently and environmentally friendly. Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
- **Building Systems Design and Upgrades** Trane maintains high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- Trane has expertise in Central Plant Design. Examples include:
    - Clemson University Central Energy Plant, Clemson, SC – Feasibility Study, Design, Construction

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- Georgia World Congress Center, Atlanta, GA – 30 MBTU of new condensing boilers and a new Central Energy Plant that includes new energy efficient chillers, boilers, and pumping systems.
- Hillsborough County Central Energy Plant, Tampa, FL – Design, Construction, Operation and Maintenance of a 3,900-ton central energy plant with 84 thermal ice storage tanks and extensive underground piping system connecting seven county buildings.
- Pinellas County Central Energy Plant, Clearwater, FL – Feasibility Study, Design, Construction, and Operations and Maintenance
- Pueblo County Courthouse, Pueblo, CO – EarthWise® Ice-Enhanced, Air-Cooled Chiller Plant
- Tampa Housing Authority and Bank of America Development, Tampa, FL – Encore Central Energy Plant

- Trane has experience working with municipal owners and their design consultants on Wastewater Treatment Plant Equipment and Maintenance projects. Examples include:
  - City of Bremerton, WA, Wastewater Treatment Plant
  - City of Lakota, WA, Wastewater Treatment Plant
  - City of Lynwood, WA, Wastewater Treatment Plant
  - City of Monroe, WA, Wastewater Treatment Plant
  - City of Santa Rosa, CA, Wastewater Treatment Plant
  - LOTT Cleanwater Alliance, Budd Inlet, Tacoma, WA, 335kW digester methane gas driven cogeneration systems and Treatment Plant
- **HVAC System Retrofits** Trane evaluates whether a retrofit or replacement will provide the better return on investment. Trane provides the service and support from conception to completion to select the ideal equipment and controls for buildings and can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Trane's IAQ Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. We can make recommendations on how to improve building air quality to meet the latest industry guidelines and implement the changes. Trane also provides ongoing IAQ monitoring. Trane's system improvements meet industry guidelines and reduce energy costs. Our solutions include:
  - Ultraviolent Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.



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- Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
- Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

Trane's recent K-12 IAQ experience includes:

- City of Des Peres, MO
- San Felipe Del Rio Consolidated Independent School District, TX
- Mason Public Schools, MI

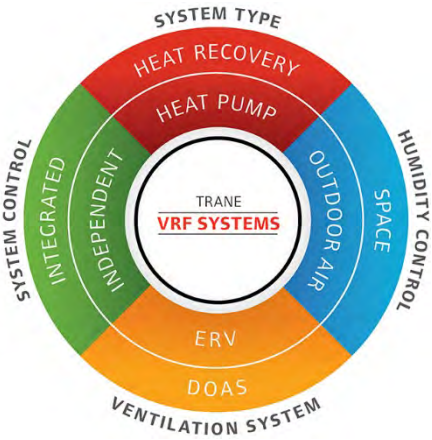
The following K-12 IAQ initiatives were completed under Trane's OMNIA agreement:

- Normandy School District, MO
- Muhlenberg County Schools, KY
- Danville Independent Schools, KY
- Webster County Schools, KY

Lines of Business: Trane Building Systems and Technologies

VARIABLE REFRIGERANT FLOW (VRF) AND DUCTLESS SYSTEMS

Variable Refrigerant Flow (VRF) technology is taking the HVAC industry by storm. VRF technology is a popular choice for a variety of building sizes and uses by offering higher energy efficiency, smaller footprints, and greater flexibility. Additionally, VRF heat pumps and heat-recovery systems are popular strategic electrification solutions as part of the greater drive towards the decarbonization of HVAC systems.



Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality, or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

- **N-Generation CITY MULTI® VRF** Trane® / Mitsubishi Electric VRF products include a variety of outdoor units, indoor units, ventilation solutions, controls, and more to design a complete VRF system for any building.
- **Trane®/ Mitsubishi Electric P Series** Ductless, boundless, and full of Potential, the P Series systems are highly efficient and the right solution for your light commercial applications. Outdoor cooling units. Indoor units. Ductless controls.

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- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.
- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.

CHILLERS — LEGENDARY RELIABILITY, QUIET SOUND, AMAZING ENERGY EFFICIENCY.

- **Comprehensive Chilled Water Systems** Trane's comprehensive chilled-water systems employ best practices in chiller plant design that align with current industry guidance for achieving high performance cooling, heating, and ventilation, all while reducing first cost.
- **Comprehensive Chiller-Heater Systems** Trane Comprehensive Chiller-Heater systems — featuring electric heat pumps — provide cost-effective, energy-efficient, reliable cooling and heating, while reducing carbon emissions. Ideal for larger buildings, especially those with a central plant, these pre-engineered system solutions make electrified HVAC systems easier to specify and implement.
- **Intelligent Variable Air Systems** Our Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Water-Cooled Chillers** We have optimized our fleet of water-cooled chillers to help customers maximize efficiency, benefit the environment, and reduce operating expenses. With HVAC costs making up 40% of commercial building energy consumption, the right chiller represents an incredible opportunity to reduce the energy intensity.
- **Air Cooled Chillers** High efficiency and low noise are the hallmarks of all Trane's air-cooled chillers. Our robust portfolio features a wide operating map, so you can find the just-right solution for your building. We offer an array of tonnage sizes, efficiencies, and performance features to meet your requirements. Whether you need a classic chiller with dependable performance or an environmentally conscious chiller with next generation refrigerant, there's a Trane model for every customer.
- **Modular Chillers** MiniMod™, SuperMod™, PolyTherm™ and Manhattan™ Gen II chillers represent the line-up of Trane's modular chillers. Trane is committed to manufacturing products that are highly efficient, reliable, serviceable and cost effective. Our proven performance is backed by careful engineering.
- **Cold Generator Scroll Chillers** The Cold Generator Scroll Chillers are a family of traditional capacity and compact expandable capacity Scroll chillers suitable for a range of comfort and process cooling applications. Concise footprints and doorway friendly design make them an ideal solution for new construction, retrofit and replacement applications

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TRANE® PACKAGED UNITS AND SPLIT SYSTEMS

Whether for a large data center, a complex commercial concern or a small business, Trane offers sustainable options to deliver customized comfort and efficiency.

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Intelligent Variable Air Systems** Trane Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Zoned Rooftop Systems** Ideal for small buildings, Trane® Zoned Rooftop Systems provide cost-effective options to increase comfort and energy efficiency, while simplifying operation and maintenance. These packaged systems make advanced functionality affordable and easy for non-technical users to operate.
- **Rooftop Units** Small to Large Commercial Rooftop Units: 2 - 162 Tons. Our broad portfolio of solutions can meet any building's footprint requirements and are easy to install and maintain.
- **Split Systems** Trane offers the broadest selection of split system components. Design the system you need for a corner retail shop, light commercial application, office building, hotel, school and more. Choose from gas furnace and indoor coil options for smaller buildings to a full line of air handler units and compressors with capacities from 6 - 120 tons.
- **Self-Contained Systems** For new construction or retrofit, Trane self-contained HVAC systems are a great fit. Some projects can make installation of HVAC systems tricky. With a complete line of self-contained HVAC systems from 20 - 110 tons of capacity, Trane can satisfy any new construction or retrofit application with reliable, energy efficiency comfort.
- **Water Source Heat Pumps** Fully compatible with geothermal technology, Axiom™ water source heat pumps from Trane offer higher efficiencies — up to 40 EER on select configurations — than other conventional heat-pump technologies, along with precise space heating and cooling capabilities for superior comfort. Available eFlex variable-speed control minimizes on/off system cycling, temperature swings, noise, and energy use. Axiom™ durability, performance and efficiency means exceptionally low life-cycle costs to boot. Building owners can also take advantage of a 10% federal tax credit on qualifying installation costs if geothermal system placed in service before Jan. 1, 2022.
- **Dedicated Outdoor Air Solutions** Trane® dedicated outdoor air systems condition 100 percent outdoor air — improving indoor air quality, controlling relative humidity, and reducing the load on other HVAC equipment in a building.

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AIR HANDLERS, TERMINAL DEVICES, VAV AND FAN COILS

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Terminal Devices** The Trane® portfolio of fan coil, unit ventilator and blower coil solutions are designed to make installations faster and easier, and to maximize HVAC system performance. Using advanced technology, these systems reliably and efficiently deliver the comfort your building occupants need. We are the only manufacturer that offers factory-commissioned, single-zone VAV systems integrated with Tracer® UC400 controllers, delivering up to 66 percent higher efficiency, temperature stability, quiet operation, and dehumidification advantages for varying-occupancy spaces. Trane fan coil, unit ventilator and blower coil solutions deliver efficiency and comfort to a wide variety of buildings, applications, and people — quietly and dependably — day after day, year after year.
- **Sensible-Cooling (DOAS) Terminal Units** These terminal units reduce energy use and operating costs with Electronically Commutated Motor (ECM) and modulating airflow control algorithms. Trane sensible-cooling terminal units are constructed with a 10.5 inches casing height and are an excellent choice when plenum spaces are tight.
- **Variable-Air-Volume Units** VariTrane™ variable-air-volume units (VAV) are among the industry leaders in quality and reliability and are designed to meet the specific needs of today's applications. This generation of VariTrane units builds upon Trane's history of quality and reliability and expands the products into one of the most complete variable-air-volume units offering in the industry. Our units feature rugged variable-air-volume units construction, are available in several different profiles to suit the space available, and all utilize digital controls for energy-efficiency and to facilitate interface with building management systems.
- **Performance Climate Changer® Air Handlers** Trane® Performance Climate Changer® air handlers can help HVAC systems achieve higher energy efficiency and indoor air quality while reducing maintenance requirements – adding life to buildings and improving the lives of people within them. From the most straightforward needs to wide-ranging demands for air cleaning, dehumidification and energy savings, there's a Trane Performance Climate Changer® air handling unit to deliver everything your project requires.
- **Air Handler Technologies** Trane continually invests in air handler research and development of new products to adapt the changing needs of today's HVAC market. Our focus on whole systems has led to the design of many custom options that can be incorporated into standard cataloged air handler, providing a more cost-effective solution than a completely custom-built unit. These custom-engineered air handler solutions are offered as offered as factory-packaged specials that deliver Trane quality, enable simplified on-site installation, and provide proven, tested performance. The air handler solutions address such issues as humidity control, energy recovery, special acoustical needs, air filtration and the use of optional fuel sources.

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- **Unit Heaters** The Trane electric architectural forced-air wall unit heaters combine quiet, reliable heating with an attractive cabinet design. Their ease of installation, rugged construction and architectural styling particularly suits them for space heating applications in commercial, industrial, and institutional applications. These unit heaters range from smaller room-sized electric heaters to large indoor and outdoor duct furnaces.

VARIABLE FREQUENCY DRIVES (VFD)

Trane TR200 Series drives play an important role in a system to reduce energy usage, extend motor life, optimize AC motor speed control, maximize occupant comfort, and reduce costs.

- **TR200 Series Variable Frequency Drives** Trane TR200 Series drives' support of open standard protocols make them compatible with virtually all HVAC equipment and building automation systems. They can also be ordered specifically for a project and easily installed on-site for new and retrofit applications. With a complete range available from 1½ to 1350 HP, the features and flexibility of TR200 Series drives make them ideal for stand-alone control of cooling towers, exhaust fans, pumps, and a variety of air handlers.

ENERGY STORAGE

- **Thermal Battery Systems** Trane Thermal Battery™ systems are premier HVAC plants that provide a distributed resource for our changing grid. Their ability to store thermal energy enables your building to reliably modify HVAC operations to optimize for carbon reduction or energy cost savings.
- **Thermal Energy Storage Solutions** Leveraging Trane energy storage technologies can help improve how power supply is managed, creating a more resilient energy system by increasing your building's energy agility for greater sustainability and profitability, while reducing grid dependency. Trane offers a number of energy storage solutions to help our customers meet their objectives. Solutions include thermal energy storage (ice or chilled water storage), batteries, and industrial process and flow management solutions.

PRECISION COOLING

Precision cooling is essential for mission critical applications such as data centers and indoor agriculture. With industry-leading expertise and a wide array of solutions and services, Trane — a holistic provider — can help customers ensure mission critical facilities are highly reliable, efficient, and sustainable. Trane's application engineering expertise and systems approach allows for efficient, flexible, and scalable integrated designs, meeting specific customer needs that ensure uptime and performance.

- **Precision Temperature and Humidity Control** Trane delivers a broad range of cooling capacities for mission critical applications, from a small technology room to the largest data centers –all supported by the local services organization with global footprint wherever and whenever you need it.

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Trane Building Management and Automation

At the base of every system, we provide an integrated and secure solution that meets the needs of your project or building, with the ability to optimize your HVAC equipment, lighting and more. Take back control of your building and achieve the operational excellence you and your customers are seeking.

- **Solutions for Large Buildings and Campuses** Design and manage smarter buildings. Our Tracer® Ensemble® technology provides the ultimate user experience by combining custom reporting and dashboards to view and optimize assets. Easily access alarms, setpoints, and schedules from virtually anywhere through a secure remote access. Additionally, with Ensemble you have access to Tenant Services™ and Work Order Management to maximize your occupants' comfort while minimizing stressful procedures. Tracer® SC+ with its easy-to-use Synchrony® Interface is a powerful building automation system for your facility that will integrate systems to simplify command and give you better control over comfort and energy efficiency. Lighting Solutions: control over half of your building's energy use by integrating your lighting system with one simple-to-use interface. With Air-Fi® Wireless, you can create the reliable, flexible system you want without the wires. It also allows for easy Building Automation System infrastructure updates by allowing a phased approach based on your timeline.
- **Small Building Solutions** Our Pivot® Smart Thermostat System allows you to maintain an ideal environment that works for you with an easy-to-use interface. Smart thermostat features enable you to easily manage comfort as a natural part of your day. Does your business have multiple buildings or locations? Pivot provides the ability to control multiple buildings, so your occupants can thrive in every location. Pivot® Smart Thermostat system now integrates with Tracer® Ensemble® Cloud! This new integration brings the capabilities of an enterprise management system to include buildings that are only thermostat-controlled equipment.
- **Air-Fi® Wireless Communications** A communicating and sensing technology that allows the different parts of a building system, from your HVAC and building controllers, to communicate wirelessly. Cut the wires — and get comfortable with Trane® Air-Fi® wireless.
- **Lighting Solutions** Trane has a dedicated lighting group that provides a holistic approach to procure, design, and implement lighting solutions that maximize energy conservation and save money. HVAC and lighting are two of the biggest energy users in commercial and industrial buildings. Together they consume approximately 52% of a typical building's energy use. HVAC and lighting also have many similarities in their relationship to building occupancy and use, so it makes sense to manage them holistically to maximize energy conservation. Trane's team has overseen the installation of more than $150 million annually in lighting solutions for a wide range of clients. This massive volume of lighting projects affords Trane the ability to purchase Tier 1 lighting products cost



Trane uses strictly **Tier 1** quality lighting products. Only seven of the hundreds of thousands of lighting manufacturers in the world are considered **Tier 1.**

Most of these products are made in the US, Canada, and Mexico.

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effectively. We can integrate lighting to HVAC systems via your Building Automation System (BAS).

- **Controls Solutions for Light Commercial Contractors** Bringing innovative technology and solutions to your customers is more important than ever. Achieve new levels of productivity, energy efficiency, reliability, and preparedness by partnering with Trane.

Trane Design and Analysis Software Tools

- **Design Tools** TRACE® 3D Plus Load Design, Trane® Design Assist™, VariTrane Duct Designer, Pipe Designer are among some of the applications in this portfolio.
- **Analysis Tools** Among 3 applications in this category, TRACE® 3D Plus is our next generation building design and analysis software program that delivers faster, more accurate results through a seamless workflow that closely aligns with today's building process. The latest HVAC systems and controls can be modeled quickly, precisely and with the intricacies of today's many building applications. TRACE 3D Plus is built on the U.S. Department of Energy's EnergyPlus engine and enhanced with Trane's industry leading expertise to help designers validate and interpret projects with confidence and clarity. All of these new features plus a more robust support experience to get you up and running quickly.
- **Selection Tools** Trane's product selection program formerly known as TOPSS™, is now Trane® Select Assist™. Users can now access this flexible and powerful tool on their PC, tablet, or smartphone. Our selection program guides users through the process of configuring Trane equipment to meet or exceed the project specifications.
- **Complimentary Calculators and Charts** Trane software range features a variety of free tools that make your design and analysis tasks easier. These calculators include software to calculate your potential LEED compliance.

Additional Information Advantageous to Racine County

CREATIVE FUNDING

Power Purchasing Agreements

A Power Purchasing Agreement (PPA) is typically used for renewable technologies or energy-generating infrastructure. This structure is generally considered off-balance sheet and is not debt for the end user. In this structure, Trane would install the renewable, micro-grid, or energy-generating assets and create a long-term contract with the public agency to purchase the power generated by the infrastructure installed. The capital to fund this project is provided by Trane directly or through a third-party financier or owner. The asset would then be offered to the public agency at the end of the contract term in form of a purchase option (fair market value).

This structure is advantageous because it allows the third-party owner of the asset to take advantage of depreciation and tax credits (in the case of renewables). This can significantly lower the total operating cost of the infrastructure, which makes your operating contract less costly. This financing structure is beneficial for public agencies looking to lock in a low and consistent utility rate in exchange for hosting

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energy generating assets, supports the public agencies sustainability initiatives, and is owned by a third party.

Energy Services Agreement

An energy services agreement (ESA) is an alternative that has the opportunity to be considered as credit-neutral structure from an accounting point of view. Under an ESA, a customer agrees to make contingent payments based on the energy savings or other contractual allowances realized, rather than a fixed debt-service payment. In this way, the customer is assured that the payment it makes is always less than or equal to the corresponding reduction in operating cost. As a result, there is a neutral or positive impact on your cash flow. Using an ESA assures that there is a direct relationship between the payment and the verified energy savings realized:

- This model leverages third-party ownership of an asset to be eligible for federal and state tax benefits that would not be traditionally available to the public sector
- Structured as a service contract to relieve capital budget burden
- Zero capital outlay
- Zero balance sheet impact
- Payable from operating funds
- Preserves capital and borrowing

Energy-as-a-Service (EaaS)

Similar to an ESA structure, under Energy as a Service (EaaS) model, the project assets are owned by a third party. Trane takes on the performance risk, and the customer pays for the services provided by the project. EaaS is a fee for service model designed for customers to pay per unit of energy they consume subject to the availability of the installed equipment. Much like electricity generated from a solar PPA, efficiency savings from installed equipment such as chillers, boilers, lighting, etc. can be structured much like a Power Purchase Agreement ("PPA").

The structure is outcome based with the customer receiving agreed upon key performance indicators (KPIs) and savings as applicable, and/or any combination thereof. The customer payments will be reflective of the project performance. Working with the Trane, the SPE sets a certain level of performance. If the performance isn't realized, the Trane will make up any shortfall. At the expiration of the contract, the customer will have the option of extending the contract term, paying the fair market value for the project assets, or returning the project assets to the SPE owner. The abandon in place option is at the discretion of the SPE owner. All these options will be negotiated between the parties.

Public-Private Partnerships (P3)

Under a public-private partnership (P3) model, the customer can assign to Trane or a third-party certain risks that are normally borne by the public owner under a traditional arrangement like a design-build contract. These risks include the design, construction, and maintenance of the project.

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This financing arrangement allows the customer to assign construction, performance, and maintenance risks components to a third party, while minimizing financial impacts. This can provide you with an expected and secured annual operating cost over the term of the contract. It will also spell out the end-of-term customer options.

In this public-private partnership, the delivery model requires an agreement between a public owner and a private sector partner for the design, construction, funding, and operations and maintenance of the assets by the private sector partner over an agreed upon amount of time. A P3 normally uses a performance-based methodology for the technical requirements and specifications. This allows the customer an opportunity to leverage Trane's experience and expertise to guarantee a defined level of performance of an asset throughout the life of the agreement. Financing can be a combination of equity and debt.

Under this P3 arrangement, the operations, maintenance, removal, and performance risks are wholly shifted to Trane in order to supply the credit support required by private sector equity providers. Trane can assume complete O&M responsibility with a corresponding assignment of risk, or we can offer operations management supervision –with O&M provided by your workforce with less risk transfer.

ANTICIPATION DISCOUNT PROGRAM

The Trane Anticipation Discount Program can give you the opportunity to add value to your HVAC Supplies by reducing the cost of purchase by making payment prior to shipment. With this program you can reduce your costs while financing the project at an attractive rate, gain immediate order approval and enhance your credit standing.

The Trane Anticipation Discount Program can be customized for each project you are planning, using any Trane HVAC supplies, allowing for variable payment amounts in addition to variable payment dates.

The amount of your final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and sipping dates.

OPPORTUNITIES FOR K-12 ENERGY EDUCATION

As a leading global provider of indoor comfort systems and services, Trane feels a responsibility to educate students on the importance and benefits of energy efficiency. Trane has several educational opportunities for school administrators:

The BTU Crew™

Trane's **BTU Crew** is an educational program that teaches kids easy ways to save energy. The program promotes STEM careers by showing students how much fun science and energy can be. When you invest in your school's infrastructure, you invest in your students' futures as well. We can help you create a better learning environment where the school becomes a living, hands-on learning lab and provides relevant program curriculum to round out your student education with practical skills for when they graduate.



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Trane provides this feature for one building at no cost. Trane's educational emphasis:

- Teaches students of all levels the basics of energy
- Creates passion for a future career in science, technology, engineering, and math (STEM)
- Engages students in decisions impacting their school's energy use
- Builds real-life skills in technical education with industry-recognized certifications

Promotes an Early Interest in Energy and STEM

Studies show that kids can develop life-long preferences at an early age. By the fourth grade, one-third of boys and girls have lost an interest in science. By eighth grade, almost half have lost interest or deemed it irrelevant to their education or future plans.

That's why Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

- Interactive and engaging
- Customizable and adaptable
- Available in Grade 4+ and Grade 8+ versions

Provides Hands-On Learning Through Digital Solutions

Easy-to-use interactive digital tools give students an engaging, visual way to learn the concepts of energy efficiency and sustainability by understanding the energy use in their own school. Students can design the dashboard metrics and track results toward energy and carbon footprint goals, giving them a deep understanding of the dynamics of energy – while advancing their analytical and problem-solving skills.

Students Gain Knowledge on Energy and Learn How to Make a Difference

Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to act.

- **Energy 101:** Students learn about energy, energy transformations and energy usage.
- **I Spy…Energy Efficiency:** Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.
- **Careers:** Students learn what different types of engineers do, specifically concerning energy usage.
- **Energy Audit:** Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.
- **What's Our Energy Score:** Students analyze the results of the energy audit.
- **Expand the BTU Crew™:** Students act by presenting findings or writing a letter to a local legislator.

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NC3 – The National Coalition of Certification Centers



Trane is a proud sponsor of **NC3**, a national network of educational institutions working with industry, trade, and professional organizations to develop and implement industry driven, portable certifications. Trane's NC3 initiatives focus on technical education and workforce development in the HVAC and energy efficiency sectors. NC3 provides curriculum and associated certifications that high school students can earn. These certifications are designed for integration into an existing technical program to enhance what is already being taught. NC3 certifications can be applied across several different industries, therefore creating flexible, stackable, and relevant credentials to students and a wide variety of employers.

Integrating industry certifications into an academic course combines the best of both worlds by enhancing teacher skills, delivering the professional development that technical educators look for, and providing students with more opportunities and relevant job-ready skills.

NC3 National Signing Day

NC3, working with companies like Trane, also delivers innovation – an example being NC3 National Signing Day. This is where students, many of whom are in their last year of high school, are recognized at their chosen Technical College like how athletes sign letters of intent for Division I colleges. In this case, students are recognized for choosing to pursue a technical education.

Trane has many capabilities that make us different than our competition. We work with our education partners to strategically use everything that Trane has in our portfolio of services. Detailed on the following pages are just a few of the offerings that Trane feels would interest to school districts.

We Will Help You Spread the Good News

Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts
- News releases on key project milestones
- Joint events and speaking engagements
- Written or video case studies
- Website or annual report feature
- Customer awards and recognition

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

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Here are a few examples of publicity that have resulted from similar projects.

River Trails Elementary School, Mount Prospect, IL

Daily Herald
Suburban Chicago's Information Source

River Trails District 26 honored for sustainability efforts

Daily Herald report Updated 10/19/2021 10:15 AM

River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.

Prairie Trails School is on track to save more than $32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."

Williamson County Schools, TN



Presentation for Association of County Mayors in , Tennessee, *Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee*, Aug. 30, 2021, features quote about Williamson County project that Trane completed*

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"Because of TRANE, we are paying less today for utilities than we were five years ago – and we've added five new schools" Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, Tennessee

City of Vestavia Hills, AL



Trane's exterior lighting upgrade for the City of Vestavia Hills, AL resulted in this web site article. Trane presented the City with an Energy Efficiency Leader Award since the project cut energy consumption in NC3 – The National Coalition of Certification Centers

8. References

8. Minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects.

Reference 1: Roanoke City Schools

Company: **Roanoke City Schools Comprehensive Solutions and OMNIA Projects**

Address: 3601 Ferncliff Avenue NW, Roanoke, VA 24017

Contact Person: Jeff Shawver – Chief of Physical Plants

Phone: 540-853-6306

Email address: jshawver@rcps.info

Description of project:

HVAC Equipment and Products:

- Installation of VRF system at Noel C. Taylor Academy and Fishwick Middle School

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- Rooftop unit replacement at Forest Park Academy
- Boiler replacement at Roanoke Academy for Math and Science and Lucy B. Addison M.S.
- Chiller replacement at Roanoke Academy for Math and Science
- Chiller and cooling tower replacement at Lucy B. Addison Middle School
- VFDs on condenser water pumps at high schools
- Gym cooling at Lucy B. Addison M.S., Madison M.S, Garden City E.S., and Westside E.S.

Installation and Services

- Lighting upgrades including energy efficient internal and external LED lighting
- Building envelope upgrades
- Water conservation upgrades

Related Products, Solutions, and Other Services:

- Controls upgrades including Trane Intelligent Services
- Financial services
- Training
- Educational services

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Reference 2, City of Mesa Parks

Company: **City of Mesa Parks, Recreation and Community Facilities OMNIA Projects**

Address: P.O. Box1466 | 4444 | Mesa, Arizona, 85211

Contact Person: Barry Lougheed

Phone: 480-644-3732 (T), 602-350-6322 (C)

Email address: barry.lougheed@mesaaz.gov

Description of project:

HVAC Equipment and Products:

- New Chillers in several different buildings
- New HVAC equipment

Installation and Services

- Turnkey building mechanical retrofits
- Street lighting retrofits
- Closed Circuit TV (CCTV) services

Related Products, Solutions, and Other Services:

- New Trane control systems in 40+ buildings
- Hosted Ensemble
- 3rd party system integrations
- Control system services
- Lighting control systems
- Training

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Reference 3: Gateway Technical College

Company: **Gateway Technical College Indoor Environmental Quality Project through OMNIA**

Address: 1001 S. Main Street, Racine, WI 53403

Contact Person: John Thielen, Director of Capital Projects

Phone: 262-564-2597

Email address: thielenj@gtc.edu

Description of project:

HVAC Equipment and Products:

- Installed Synexis® in-room devices for Indoor Air Quality improvement

The leaders at Gateway Technical College in Southeastern Wisconsin needed to create the best possible learning environment to help their 20,000 students comfortably return to in-person learning for the fall 2021 semester. Administrators wanted to optimize indoor environmental quality (IEQ) at the college's 18 buildings spread across nine campuses. For more information click here.









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9. Proof of Performance

a. Services Bidder Can Perform

9. To further demonstrate similar experience and provide proof of performance:
    a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.

Trane provided service information in the Lines of Business: Trane Services (pages 23-33). Additional information is provided on the following pages.

Below is a list of categories provided under this contract and, by no means, is restricted to just these items. Detailed descriptions of training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades are provided on the following pages.

HVAC Equipment and Products:

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment
- Indoor Air Quality services such as appraisals, filtration analysis and remediation

Installation and Services

- Lighting and retrofits
- Equipment startups and warranty support

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- HVAC, refrigeration, and plumbing installation including complete turnkey replacements, new construction, renovation, and new construction projects
- Included are any ancillary labor tasks, related to HVAC, refrigeration, or plumbing installations.
- Predictive maintenance such as oil, refrigerant, and vibration analysis
- Many types of repair services with coverage (full, partial, and preventive) on existing Trane HVAC equipment types as well other OEM brand names and plumbing fixtures and systems
- Remanufacturing services **including Trane's exclusive R'Newal programs**
- All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC, refrigeration, plumbing requirements, and other mechanical systems
- Municipal services including wastewater treatment plant work, pump stations, and heat transfer systems

Related Products, Solutions, and Other Services:

- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems
- Training-both local and factory providing skill building, educational programs, and certifications
- System commissioning and reporting analytics
- Many types of monitoring such as man-in-attendance, BAS remote monitoring and Intelligent Services
- Maintenance services including full and preventive maintenance contracts including time & material contracts
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication
- Filter change outs, contract maintenance and over the counter sales
- Warranty services and extended parts and labor warranties
- Air and water balancing
- Building Automation analytics and Energy Optics programs
- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.
- Site surveys of existing facilities
- Rental HVAC equipment from Trane Rental Services
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and architectural services such as MEP, structural and civil
- Contracting for packaged enhanced solutions
- Facilities Management program
- Airport HVAC systems including localized jet-bridge air conditioners

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TRAINING

Trane offers a variety of training programs to choose from. These can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.



Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible.

On-Site/Virtual Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units.
- Controls training to obtain the best performance from your building automation system.
- Boiler plant efficiency and maintenance, lighting, and water conservation measures.
- Shadowing Trane technicians while we provide contracted maintenance services.

Office Training

Trane can customize training for your employees at our offices. This includes the material covered in our Trane University courses listed below.

Trane University

Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

- ***Building System and Controls training*** offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system. This will be provided by the Controls Vendor, CSO as referenced below.
- ***Technical Service training*** offers factory training for commercial systems service, maintenance, and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

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Trane A/C Clinics

Trane has developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems.

START-UP AND COMMISSIONING SERVICES

Trane has a strong local presence, and we service what we install with our own service technicians. Trane follows a process called Contracting to Service Transition, where the local Trane technicians' part of the start-up and commissioning so that they are prepared to support the facility once implemented. Our strong local presence and this process using our own service technicians allows us to have the fastest possible response times when a need for service should arise. In addition to providing on-site service from our local team, Trane local remote monitoring capabilities and can leverage the data that we gather with the knowledge of the Trane technicians and account team that are responsible for your facility. This approach adds to Trane's ability to provide fast and proactive service, at times identifying and starting to resolve issues prior to the customer knowing about it. Trane's maintenance services include:

- **Elite Start Services** – Give your new system the assurance of optimal performance and a long-life cycle
- **Repair Services** – Trane technicians can service all brands and types of HVAC units
- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance
- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

INSTALLATION

A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities at the project site in accordance with the design, costs, schedule, safety protocols, and QC process. The PM leads and manages the installation team, including subcontractors, and is responsible for Project Schedule. Trane has a nationwide resource pool of 133 construction managers available to provide support to the assigned PM.

MAINTENANCE

To help optimize the performance of your building systems, our service technicians and other professionals will assist at whatever level you desire. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, we can provide the expertise to match your specific needs.

Choose from among the following services

- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance

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- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

Scheduled Agreement

Under our Scheduled Agreement offering, factory authorized service technicians perform the periodic maintenance required to keep your systems operating at their peak, so you no longer must plan, schedule, or manage routine maintenance. We are fully trained to perform maintenance on Trane HVAC equipment and other brands within your facilities.

Under a Scheduled Agreement, your building systems are maintained by our knowledgeable service technicians using Six Sigma maintenance procedures to deliver the highest level of quality. Clients often experience lower maintenance costs under a Scheduled Agreement because impending equipment failures can be identified and resolved before they become major problems.

Select Agreement

With a Select Agreement, you receive all the benefits of a Scheduled Agreement, plus parts and labor coverage for maintainable equipment selected by your team – and approved by Trane.

We will work with you to select the major components and systems in your facility that you want Trane to maintain. We cover the cost of repairing your systems or replacing the pre-selected components, should they fail. We will help you consider acceptable performance ranges, reliability, and risk tolerance to determine the level of coverage you require for your HVAC maintenance needs.

Remote Diagnostics

Quickly detect failures in your building with round-the-clock monitoring from the Trane Intelligent Services center, where our building professionals provide support 24 hours a day, 365 days a year. Beyond alarm detection, Trane building professionals with deep industry expertise analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls – and the amount of time your staff spends on facility-related problems.

TURNKEY SERVICES

Trane creates comprehensive solutions based on a thorough understanding of your business goals as well as your infrastructure needs. With our full knowledge of the interrelated workings of your building or buildings, we can recommend adjustments in equipment and services for maximum efficiency and cost-savings. We call this corner-to-corner approach Turnkey Contracting Services.

Even before you sign a contract, Trane ranks your building's performance to see how it compares to your competitions'. Because we are the largest OEM of HVAC equipment, we have a global database of information regarding thousands of installed systems— including buildings belonging to other organizations in your industry. We can measure how your building stacks up with a roughly apples-to-apples comparison.

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Once you've contracted for Trane Turnkey Services, we customize project solutions to fit your unique operational and performance needs. An environmentally sensitive industry such as biomedical engineering, for example, may demand carefully managed temperature, humidity, air particulates or air filtration. Our solutions may also include:

- Mechanical, electrical, lighting systems specifications, retrofit and optimization
- Building lifecycle planning
- Total cost of ownership reduction through energy-saving system specifications and operating cost optimization
- Addressing environmental and operating cost concerns through enterprise energy management systems including:
- On-site generation
- Water conservation
- Energy purchasing options
- Renewable technologies
- Code and regulations compliance
- Ongoing maintenance and repair

With Trane Turnkey Contracting Services, you reduce energy and operating costs while maintaining efficient operation.

PROJECT APPROACH TO INDOOR ENVIRONMENTAL QUALITY (IEQ)

Wellsphere™ from Trane is a holistic approach to building wellness. It addresses the four elements of indoor environmental quality (IEQ):

Air Quality

Improving indoor air quality (IAQ) is one of the most effective ways to address airborne health risks in your building. Indoor pollutants can be invisible to our senses, yet harmful to our health and productivity. Trane can perform an IAQ assessment of your facilities and fully vet the three solutions that Trane currently supports:

- Ultraviolet lamps in ductwork
- Synexis (dry hydrogen peroxide gas)
- Dynamic air cleaners.

Thermal Comfort

Create an indoor atmosphere that's comfortable and stimulating while balancing your energy efficiency and sustainability needs. When the right HVAC equipment and control strategies are in place, occupants can feel more comfortable and be more productive.

Lighting

The lighting design of indoor spaces can affect peoples' mood, productivity and even the rhythms of their bodies. Today's more intelligent lighting systems have significant potential to improve safety,

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comfort, and productivity. By integrating controls over lighting and HVAC, Trane can make it easier to manage more of what is happening inside your building—from one easy-to-use user interface.

Acoustics

Good acoustic design can enhance concentration and focus by eliminating noise, improving sound privacy and much more. Trane is an industry leader in providing accurate, comprehensive acoustical data for our products and system designs within the building context. Quiet products are only the beginning of Trane's scientific approach to building acoustics.

REPAIR SERVICES

Chances are your facilities have HVAC and controls systems from several different manufacturers. Trane technicians are proficient in servicing all brands and types of HVAC and controls systems. These are among the comfort systems that our local technicians maintain, repair, or replace:

- Air filtration and air handlers
- Chillers (air-cooled and water-cooled)
- Chilled water and condenser water pumps
- Controls (digital and pneumatic)
- Cooling towers and evaporative coolers
- Condensing units
- Fans and humidification
- Motors and motor starters
- Rooftop and unitary HVAC units (electric and gas-fired)
- Variable frequency drives

Knowledgeable Trane technicians will troubleshoot your equipment using data compiled from experiences with clients around the world. They are trained to look beyond the immediate problem by also identifying weaknesses or potential areas of unreliability.

Rentals

If you need temporary cooling or other equipment during a retrofit, we have the resources in place to quickly deliver a solution. Trane Rental Services has been providing temporary equipment solutions for more than 25 years. Our fleet includes Water- and Air-Cooled Chillers, Package Air Conditioning Units, Air Handling Units, Diesel Power Generators, Oil-Free Compressed Air, Heaters, and ancillary equipment to support our customers.

You will have access to 24/7/365 customer service, equipment monitoring and technical support. With 25 locations in the United States and Canada, **we can deliver temporary equipment solutions to every major metropolitan market within hours**. In addition to providing solutions for emergency needs, we can also help customers with their seasonal supplemental needs, planned shutdowns and special events.

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LEASES

Trane's Financial Services includes leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.

EQUIPMENT UPGRADES

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems.
- Lighting & retrofits
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases.

OTHER SERVICES

- **Energy Services** - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **System analysis** of existing facilities including modeling and payback analysis
- **Design Build Contracting** for upgrading and improving efficiency within municipal infrastructure including but not limited to city buildings, wastewater treatment plants, conveyance systems, water treatment facilities, metering system, and lighting, etc.

PRODUCTS AND BRANDS SUPPORTED BY TRANE

- Identify the manufacturer products/brands the Bidder can service and support.

While Trane is the industry expert on Trane equipment, we service all brands and most models of HVAC equipment. Trane technicians are sent to other competitive OEM schools across the industries (Carrier,

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York, etc.) for certification. Trane is a vendor-neutral company with experience installing, maintaining, and repairing a variety of products and brands including:

Products – water-cooled chillers, air-cooled chillers, air handlers, boilers, pumps, piping, cooling towers, VAV systems, variable frequency drives, constant volume systems, building energy management systems, roof top unit air handlers, make up air unit air handlers, VRF and ductless systems, building automation systems, all heating and cooling valves, air balancing, back flow/cooling/heating valves, heat exchangers, and refrigeration.

Brands – AAON, American Standard, Amana, AO Smith, Artichill, Aurora, BAC, Bard, Bell and Gossett, Bosch, Bryant, Carrier, Coleman, Daiken, Desert-Aire, Distech, Edpac, Energy Logic, Evapco, Honeywell, Hydrother, Ingersoll-Rand, Johnson Controls/York, Lennox, Liebert, Lochnivar, Marley/Evapco, Marvair, McQuay, Mitsubishi, Multistack, Paco, Patterson-Kelly, Pool Pac, Raypack, RBI, Trane, and Vertiv.

MINIMUM WORK CREW

- Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.

The minimum work crew is addressed based on project type. All contracting jobs will have a project foreman (typically lead mechanic) fluent in English that has the authority to act on behalf of Trane. Each site will have at least one journeyman assigned.

SUBCONTRACTOR SELECTION

- Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via Appruv (https://appruv.com). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane's Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages**: Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs**: Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.

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- **Multiple Bidders**: Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

TESTING, ADJUSTING, AND BALANCING

- Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

The purpose of testing, adjusting, and balancing (TAB) is to assure that an HVAC system is providing maximum occupant comfort at the lowest energy cost possible.

Pre-planning for TAB work includes making certain that all the necessary parties and individuals to conduct the work are onboard. The type of building and systems to be tested and a realistic evaluation of what skills the TAB technician possesses are key planning elements.

- Often, a controls specialist will be needed to operate the system for the TAB technician.
- The representatives from the original equipment suppliers may be needed as a resource, at a minimum, but for complex equipment and systems or in a new building startup a manufacturer's representative may be required at the site to operate the mechanical equipment.
- If the building has a facilities manager that individual is typically the most important participant with which the on-site TAB technicians will work. Facility managers have a substantial vested interest in ongoing customer satisfaction—the people who work or live in the building are actual end- use customers—and their satisfaction will ultimately be the key measure of success.

Occasionally, a system cannot be balanced or made to perform in accordance with the contract's design specifications regardless of the number of balancing dampers or valves that can be installed. Competent TAB technicians should be prepared for this possibility and work with the appropriate individuals to formulate recommendations as part of the final TAB report.

It should be made clear that the TAB work is not "commissioning." Most commissioning services are completed by firms having technicians experienced with each of the individual building systems—HVAC, lighting, plumbing, electrical, and security systems.

Commissioning services for any new building construction or renovation are intended to verify all the above systems—operate properly and meet performance criteria.

Commissioning also includes the testing of all building controls for each mode of operation to verify all systems are being sequenced correctly with each other and that all interlocks are functioning. The commissioning agent must document the results of each equipment test performed as it is completed.

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These firms will usually subcontract the services of an independent TAB contractor to verify HVAC system balancing as part of their more inclusive commissioning contract.

New Buildings

Testing, adjusting, and balancing of all HVAC systems in a new building is needed to complete the installation and to make the system perform as the designer intended. Assuming that the system design and installation meets the comfort needs of the building occupants, testing, adjusting, and balancing of the HVAC system fine tunes occupant comfort levels while keeping energy use to the lowest level possible. This is extremely important in this era of rising energy costs.

It is important to make sure that all factory equipment startup service has been completed before beginning any TAB work. Most specifications on new building construction usually require a factory representative to be present during the initial startup and adjustment of the mechanical equipment—central boilers, chillers, large variable-speed motor drives, and cooling towers. This initial equipment checkout is also usually required to activate the factory warranties and is not part of the TAB contractor's responsibility. After this initial startup service has been completed, the TAB contractor should be informed that the systems are operating properly, that all safety interlocks and protective devices are functioning, and the systems are ready to be balanced. The TAB phase of any building construction or renovation is intended to verify that all HVAC water- and airflows and pressures meet the design intent and equipment manufacturer's operating requirements. It is rare to find an HVAC system of any size that will perform completely satisfactorily without the benefit of final adjustments. Therefore it is considered a "best practice" for the designer to specify that TAB work be part of the overall HVAC system installation.

Existing Buildings

There are few buildings in existence that have not experienced changes in internal loads and space layout changes since they were designed and built. These buildings should periodically have their HVAC systems rebalanced to achieve maximum operating performance, efficiency, and comfort.

The TAB Technician

TAB technician designates the person in charge of the TAB work being done on the HVAC system. TAB procedures on a complicated HVAC system require that the TAB technician must be a well-trained, highly skilled, and knowledgeable individual. This person must know the fundamentals of airflow, hydronic flow, refrigeration, and electricity and be familiar with all types of HVAC temperature controls and refrigeration systems. They must also know how to take pressure, temperature, and flow measurements and be able to perform effective troubleshooting.

The TAB Team

There are TAB jobs that can be done by one person. However, many HVAC systems need a TAB team to complete the TAB work efficiently and in a reasonable time period. It is equally important that the other members of the TAB team be trained and knowledgeable in the basic fundamentals and procedures of TAB work.

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Energy Costs and Occupant Comfort

TAB work conducted on existing buildings will often hold opportunities for the attentive TAB technician to identify additional equipment or work for the system being balanced that will increase occupant comfort and decrease building operating costs. An obvious example would be the replacement of single-speed electric fan motors with newer computer-controlled equipment that can more closely follow the required airflow needs over the changing seasons and load variations. Variable-speed electric motors are a relatively new product and the older the building the greater the likelihood and potential for energy-saving and comfort-enhancing opportunity. In some instances, variable-speed motors may consume just 15% of the electricity on an annual basis as an older single-speed motor.

Another example would be when the TAB technician is asked to provide a rebalance of an individual zone due to shifts in internal use. Often, this is a good opportunity to examine the benefits of a complete review of the building's mechanical system and possibly provide complete-building TAB services. Also, changes in one building zone will often result in changes throughout or at least in other parts of the building.

TAB Instruments

Airflow Measuring Instruments

- Manometers—Used to measure pressure drops which can be translated into flow rates. Available in tube types, both U-Tube and inclined-vertical use a fluid in a tube to represent the difference in pressure between two points.
- Digital manometers—Can provide very accurate readings at very low-pressure differentials, such as across air filters and expansion cooling coils. Can automatically adjust for barometric pressure, store readings with recall in average or total numbers, and some can provide additional functions such as temperature measurements.
- Anemometers—Available in several configurations—rotating vane, deflecting vane, thermal—and used primarily to measure air velocities at registers, grilles, hoods, coils, etc.
- Flow measuring hoods—Directly measures CFM of air distribution devices.

Temperature Measuring Instruments

- Glass tube and dial thermometers—Measurement of air and fluid temperatures
- Thermocouples—Measures surface temperatures
- Psychrometers and electronic thermo-hygrometers—Determines relative humidity.

TAB Reporting Forms

The proper use of a consistent set of reporting forms assures that TAB work is being done in a systematic manner that produces documented test results that can be easily understood. The following list is an example of forms with a brief description of each to illustrate the steps in the TAB process. Each project may require fewer or more forms and steps depending upon the TAB project goals and the system complexity. Forms include:

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- **System Diagram**—A schematic that depicts the system to be tested, its major components, distribution system sizes, the quantities of flow, the location of regulating devices and terminal units and other relevant data.
- **Apparatus Test Report**—Provides details of actual measured flow rates, motor loads and other information that will be useful to compare design to actual system component performance.
- **Coil Test Report**—Used to record performance of chilled or hot water, steam, DX, or other types of energy exchange coils.
- **Gas/Oil-Fired Apparatus Test Report**—Tracks performance of unit heaters, furnaces, and boilers for use in comparison and as a supplement to factory-provided data.
- **Duct Heater Test Report**—Provides documentation of airflow rates across electric furnaces and heater coils and verifies min./max. airflow rates as per required by manufacturers.
- **Duct Transverse Reports**—Used as a worksheet for recording velocity pressures in a prescribed manner to determine actual airflow for duct— round and rectangular.
- **Air Outlet Test Report**—Provides documentation of preliminary and final air distribution devices and possible reasons for deviations from design.
- **Terminal Unit Test Report**—Used to check and document the performance of terminal units.
- **Major Equipment Test Reports**—Each major mechanical HVAC device that is present and part of the TAB project—Chiller/Packaged HVAC/Compressor/Condenser/Cooling Tower/Pump/Boiler—is tested and the results recorded according to industry-recognized procedures. Specific test requirements may be requested for any major component to verify operating performance or efficiency.
- **Instrument Calibration Report**—Documents the tested accuracy of the instruments used to conduct the TAB project.

RELEVANT CODES AND STANDARDS

- **Energy Systems Analysis & Management**—Presents an updated level of technical information necessary for energy conservation and retrofits of today's commercial facilities. This new manual provides building owners, facility managers, contractors, and system designers with the tools needed to evaluate an existing facility for energy savings potential. Items of special interest include performance contracting, CFC refrigeration regulation, and new automation system open protocols. Other topics covered include HVAC heat recovery, energy auditing, operation and maintenance, and indoor air quality.
- **HVAC Systems - Commissioning Manual**—A practical how-to guide for contractors, owners, and engineers interested in learning about commissioning for new buildings and re-commissioning for existing buildings. Separate chapters are devoted to the different levels of commissioning, including b g basic, comprehensive, and critical system commissioning. A thorough explanation of re-commissioning leads one through the preliminary investigation, survey and documentation phase, the design and installation of system modifications, and the actual re- commissioning test.

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- **HVAC Systems - Testing, Adjusting, & Balancing**—Presents the basic fundamentals, methods, and procedures, including the necessary tables and charts, to adequately balance a complete HVAC system. A tutorial on air and hydronic systems as well as equipment performance and operation, this comprehensive text covers motor operation, fan curves, pump curves, and fluid flow losses in ducts, fittings, pipes, and air terminals. In addition, variable frequency drives, direct digital control systems, lab hood exhaust balancing and the latest balancing equipment and procedures are presented.
- **TAB Procedural Guide**—The TAB Procedural Guide is intended for trained TAB technicians to assure that the appropriate procedures are employed in an effective manner. This new publication includes general as well as specific guidance for both air-and water-side HVAC system adjusting and balancing. Variable air volume, multi-zone, dual duct, and exhaust air systems are examples of the systems specifically covered and time-saving forms are included for precise record keeping during the conduct of a TAB project. The guide assists TAB technicians with preplanning and establishing teams so that energy use is minimized whether the work is done in new or existing buildings.

COMMISSIONING PLAN

- Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.

This Commissioning Plan establishes the framework for how commissioning will be handled and managed on a given project and custom to that project's Scope of Work. The commissioning process is applicable anytime Trane performs work, either in a primary contracting capacity or as a sub-contractor within the projects' delivery model. The commissioning planning process begins with a kick-off meeting to determine the project's scope, breadth of work, participating trades, timelines, etc. At this meeting, the Trane Project Manager (PM) in conjunction with the Customer Agency will discuss the commissioning process, schedule, team and team member responsibilities, communication structures, and develop a general description of the systems to be commissioned. The Commissioning Plan is custom to the project's unique Scope of Work. A Commissioning Plan typically includes the following and takes place well before equipment is ordered or work begun, which could be weeks or months prior to the project's completion:

Introduction	Purpose and general summary of the Plan.
General Project Information	Overview of the project, emphasizing key project information and delivery method characteristics.
Commissioning Scope	The commissioning scope including which building assemblies, systems, subsystems, and equipment will be commissioned on this project.
Team Contacts	Project specific Commissioning Team members and contact information.
Communication Plan& Protocols	Documentation of the communication channels to be used throughout the project.

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Commissioning Process	Detailed description of the project specific tasks to be accomplished during the Planning, Design, Construction, and Tenant Occupancy Stages with associated roles & responsibilities.
Commissioning Documentation	List of commissioning documents required to identify expectations, track conditions and decisions and validate/certify performance.
Commissioning Schedule	Specific sequences of events and relative timeframes, dates, and durations.

TRANE'S APPROACH TO PREVENTATIVE MAINTENANCE

- Describe Bidder's company's scope of work for preventative maintenance work.

Trane's service team members use specific software and standard processes in place to schedule service calls, complete preventative maintenance, invoice jobs, and track inventory. With a comprehensive range of service capabilities and in-house expertise—delivered by an extensive service network always on call—Trane delivers the most reliable and cost-effective performance from day one. Once a Service Agreement is in place, Trane technicians will complete field reports that include all recommendations for maintaining a high-performance facility.

Trane's Preventative Maintenance program typically consists of four quarterly site visits: with one annual inspection and three routine inspections. The number of site visits can vary according to the system needs. By planning ahead and addressing maintenance needs on a systematic, scheduled basis, customers can virtually eliminate unplanned downtime and save a lot on repair costs. As maintenance tasks are performed, technicians record and detail each asset's condition to determine the appropriate timeframe for an inspection, cleaning, lubrication, any calibration, or adjustment, including possible part replacement.

The work performed is recorded electronically via technician's mobile device. The data is stored and backed up on a secure data network. At completion of the work, customers receive an electronic report of the tasks executed. In addition (for service agreement customers only) work reports can be accessed on a Trane customer portal (https://mybuilding.trane.com).

We're fully trained, using proprietary Six Sigma maintenance procedures, to service both Trane HVAC equipment as well as that of other brands.

Trane's industry exclusive service flow process includes detailed, documented procedures that identify steps for: safety, sequence of execution, quality control, work validation, parts, materials, tools, and environmental compliance. Where applicable, **Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.**

To prolong an asset's useful life and lessening the likelihood of failure, Trane offers a preventative approach that can leverage predictive technology as well as regular monitoring of your HVAC operations. Our standard Preventative Maintenance package involves planning ahead and addressing maintenance needs on a systematic, scheduled basis. However, we can add value with optional state-of

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the-art add-on services — such as Predictive Service, Active Monitoring, Critical Systems Audit, or Rental Reserve.

Trane's overall approach to Preventative Maintenance revolves around 7 Service pillars:

Knowledge Transfer

Work performed on your equipment will be documented by our technician and reviewed with you at the completion of each service visit. Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities. Concurrent with annual start-up, the dedicated Trane Technician will instruct your Facility staff on how to operate the equipment covered by the agreement.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions — as specified in both AHRI (Air Conditioning, Heating and Refrigeration Institute) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). Trane then backs up this performance with the industry's premier warranty and service support to ultimately provide the best value for each customer. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane — from the factory to the field sales office. Trane products have utilized several such initiatives to provide cost saving areas for customers. For example:

- **ICS (Integrated Control Systems).** The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System (BAS) in place, Trane can provide our BAS system **at a packaged program price**.
- **D.F.T. (Demand Flow Technology).** A mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Technology

Scheduling, Service History — ComfortSite

ComfortSite — our web-based asset management system — is used for scheduling of Service calls and provides customers with free access to their Service history, technical reports, parts identification tools, product literature and other relevant information. In addition to these options, ComfortSite also enables owners to manage local parts inventory and equipment replacement plans. ComfortSite offers these advantages:

- Asset and maintenance management software
- 24/7 internet-based access
- Trane enters HVAC equipment data

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- No software integration or process changes required
- Ability to enter non-HVAC equipment into the database
- Multi-level username and password access
- Multiple output file formats available for upload

Chiller Plant Optimization



Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability, and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and stating
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

Predictive Service

Trane will analyze the condition of your HVAC equipment to detect physical conditions that can lead to system inefficiencies and catastrophic failures. Early detection by Trane Field Service Technicians enables you to arrange maintenance procedures and overhauls during planned downtime instead of experiencing unplanned system outages and emergency repair delays and costs.

- Infrared Thermography
- Combustion Testing
- Vibration Testing
- Eddy Current Tube Testing
- Ultrasonic Testing other than tubes, bearing, etc.
- Air Quality Monitoring
- Air Balance
- Water Balance

Energy Performance

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) service provides visual tools and analytics that uncover hidden causes of

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energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.

Advantages:

- Leverage spectral analysis to visualize energy usage or demand over a select period
- Monitor building performance and view progress on sustainability goals using intuitive dashboards
- Access analytics to identify times of excessive energy consumption
- Report and track the ongoing improvements gained by proactively managing your building



Implementation:

- Cloud-based building energy management system provided through Software as a Service (SaaS)
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Real-time energy data monitoring and aggregation from multiple sources: utility meters, sub-meters, sensors and building automation system all linked to your local energy costs to track your energy spend more accurately
- Software support, online help, and documentation
- Site set-up and data

The Environment and Sustainability

Trane procedures for handling refrigerants are compliant with Federal and State laws and regulations — in respect to the proper handling, storage, and repair of leaks of ozone-depleting refrigerants as well as their substitutes, according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Trane maintains and uses our Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all

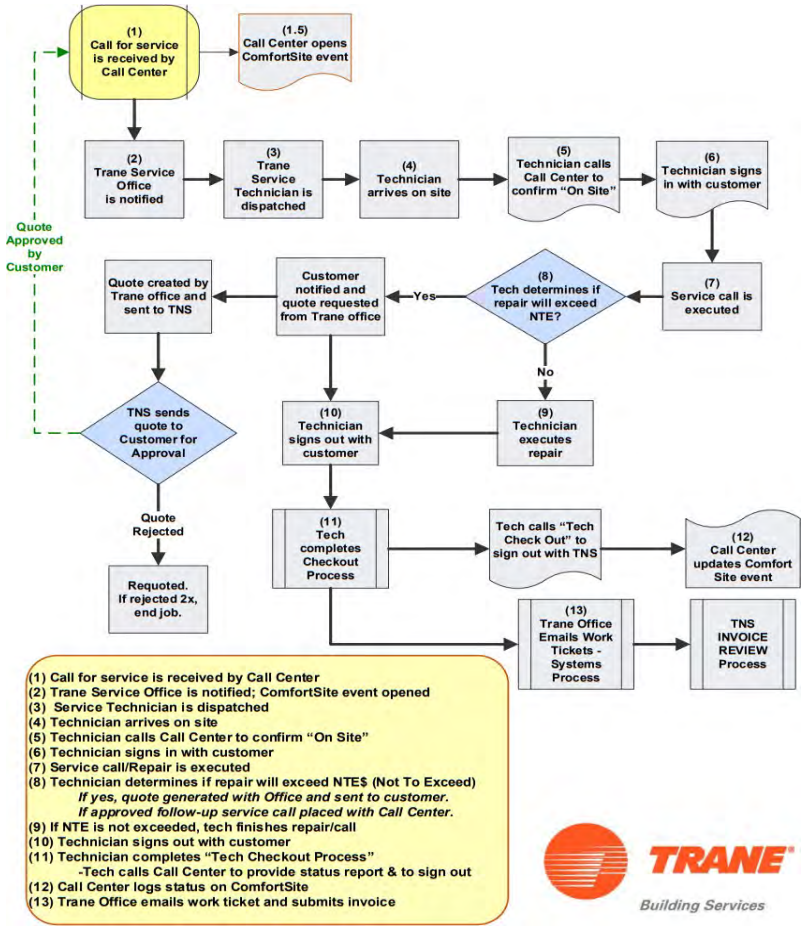
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refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment and can be used to satisfy reporting requirements. In terms of Oil disposal, we remove used oil from your refrigeration units and dispose of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil, where allowed, and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste,

Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Documented Processes to Safeguard Uniform Service Delivery

All Trane personnel follow documented processes to enable and safeguard uniform service delivery.



Specific Work Steps

The following illustrates Trane's procedure for each call for service:

Emergency Response within 4 hours — 24/7, 365 days a year

Priority Emergency Response is available on a 24-hour-per-day basis. Trane is able to perform emergency services outside of normal business hours when requested. Each Trane office has its own Emergency hotline for seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five

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(365) days per year. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. And our goal is to respond to all emergency calls within 4 hours or less.

Trane's team of Service technicians has a rotational, on-call schedule, and someone is always available to handle an after-hours or an emergency call.

Emergency Parts Service

Trane's Parts order system provides an ability for both emergency and rush orders. This system is unique in that it allows the flexibility of integrating rush orders into the standard order system without disruptions or excessive costs.

The State-of-the-Art Rental Reserve Add-on Service

Whether it's extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, buildings sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations.

Every rental delivers state-of-the-art Trane equipment and expertise. We'll be your one-stop solutions provider when you are:

- Short on time — A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution.
- Short on funds — Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds.
- Risk averse — Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.
- Experiencing temporary spikes — A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

Other Maintenance and Repair (OMR)

If the Technician finds an issue that needs to be fixed, they will communicate that to the customer and record their findings in a report, requesting a quote from Trane — to be approved by the customer ahead of the repair, replacement, or any other maintenance work.

Customers often opt for Trane's exclusive HVAC Rental Reserve program. The Rental Reserve Program is intended to protect against unplanned needs caused by customer's HVAC equipment outages. It is designed to minimize the impact of downtime by providing cooling system redundancy. The program provides year-round availability of rental chiller equipment within a 24-/48-hour notice to Trane — to proceed with delivery and connection of the rental equipment. Included in the price of the add-on option is a customized and executable HVAC rental emergency plan maintained by Trane as well as suitable equipment for speedy connection at the site.

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The rental emergency plan provided by Trane would contain a typical chilled water system plan, for example, where we will identify:

- Location, type, and tonnage of the rental chiller;
- Applicable electrical, chilled water, tower water connections as necessary for chiller connection;
- Necessary system upgrades to accommodate the Trane Rental chiller package

Warranties — Workmanship, Equipment

The workmanship warranty (labor portion of the Maintenance Services and Additional Work) is **90 days from the date of completion.** Trane's obligation under the Warranty is limited to correcting any labor improperly performed by Trane. Defects must be reported to Trane within the 90-day period.

The parts and equipment warranty (the material manufactured by Trane and provided to the customer in performance of the Services) is **12 months from the earlier date of equipment start-up or replacement.** Trane's obligation under the Warranty is limited to repairing or replacing the defective part at its option. Defects must be reported to Trane within the 12-month period.

Should it be necessary to replace or repair any non-Trane equipment provided by Trane as part of a service to the state, Trane will extend to the Customer the benefits of any warranty Trane receives from the manufacturer.

ADDITIONAL CHARGES FOR MAINTENANCE

- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

The primary goal of maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it occurs which Planned Maintenance and Condition Based Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, minor adjustments, and so on. In addition, workers can record equipment deterioration, so they know to replace, or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs, however additional charges would apply if these parts were not included up front.

REPAIR AND UPGRADE RECOMMENDATIONS

- Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

With a comprehensive range of service capabilities and in-house expertise, delivered by an extensive service network always on call, Trane service solutions ensure the most reliable and cost-effective performance from HVAC systems from day one – and on through their complete lifecycle. Once a Service Agreement is in place, Trane Technicians will complete field reports that include all recommendations for maintaining a high-performance facility. Below are descriptions of our service capabilities, from start up through advanced remote monitoring and contingency cooling.

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Start Up

Trane Elite Start™ - Commissioning service

Trane Service Engineers validate HVAC installation, following a tried and tested checklist for optimal start-up conditions, verifying, and recording design operational parameters.

Trane Extended Start - Assure the highest level of performance for the HVAC system's crucial first year. HVAC systems are typically sold with a standard factory warranty terms and conditions. Trane Extended Start goes above and beyond the standard warranty to provide eight value-added services which will create a system performance baseline.

Operate and Maintain

Genuine Parts and Repair Services - The right parts and the OEM expertise quickly available. From precision-crafted original Trane items to generic parts, Trane offers a comprehensive parts inventory with 6,500 references to answer quickly to customers' needs. Trane efficient logistics and factory authorized technicians also ensure expert replacements and fixes.

Trane Chiller Health Check Program - OEM chiller performance analysis The reliability and efficiency of a water chiller are directly related to how it is maintained and operated. Appropriate maintenance can help avoid severe malfunctions and costly breakdown. Trane Chiller Health Check Program provides the real time status and performance of equipment and recommends proactive measures to restore a safe, reliable, and efficient operation of chillers.

Trane Service Agreements - Reduce operating costs and optimize equipment life with planned maintenance from Trane. By planning and addressing maintenance needs on a systematic, scheduled basis, your client can save significantly and virtually eliminate unplanned downtime. Trane will help define the service agreements best suited to your client's applications and business needs.

Improve Cost of Ownership

Trane Select™ Contracts - Head off problems before they affect operation Four customizable HVAC service contracts designed to provide operating efficiency, maximize the system life, and help cut costs. From preventive maintenance plans to fully comprehensive solutions, Trane Select Contracts offer fixed costs making them more valuable the longer the contract period. All contracts come with free compressor coverage.

Trane Controls Services - Keeps HVAC settings fine-tuned for optimal performance. Buildings are a complex, inter-related set of systems. Over time, adjustments can change HVAC configurations that were fine-tuned on installation. Trane Controls Services offer four levels of servicing to regularly review the building control system, ensure it maintains its designed comfort level and is always up to date with your clients' current needs – operating as efficiently as possible.

Upgrade and Improve

Trane Care™ Services - Restore the performance of HVAC equipment and maximize its lifecycle. No matter where your clients' equipment is in its life cycle, Trane Care™ will turn HVAC systems into business advantages in terms of reliability, energy, and environment to help their buildings perform at its best and sustain it day in and day out. A Trane Care™ upgrade of HVAC installations will enhance

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equipment reliability, reduce operating costs, optimize equipment life, and ensure compliance with environmental regulations.

Advanced Remote Analytics

Trane Intelligent Services - Close remote building system monitoring and analysis of system trends. Trane Intelligent Services provide always-on, automated monitoring powered by a suite of leading technologies backed by Trane's team of technical experts. They give building operators high-end capability to help minimize the occurrence and severity of system failures through early detection of alarms and performance issues. Whether your clients require continuous monitoring and automated notification, monitoring plus an action plan for remediation services, Trane can provide a cost-effective solution to establish critical points, appropriate parameters, actions, and procedures.

Contingency Cooling

Trane Rental Services - Cooling solutions for all temporary needs Temporary cooling needs covered to keep your clients' businesses operational during repair, replacement, or upgrade of the existing systems: from breakdowns to extra seasonal capacity requirements, planned service work, facility renovation, specialty events and more. Trane provides fast, safe, and cost-effective solutions using modern and reliable equipment for all building purposes.

NOTIFICATION OR PERSONNEL IN FACILITY

- Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?

The Trane service coordinator notifies customer when Technician is scheduled to arrive. Upon arrival Technician checks in with designated site contact. Upon departure Trane technician reviews work and secures signature from site contact.

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b. Ability to Provide Temporary Cooling

b. Describe Bidder's ability to provide temporary cooling/chiller units.

Whether it is extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, businesses sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations. A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

- **Fast** - Because speed of unit installation can be extremely important to your business, all Trane rental equipment has been fitted with enhancements that save installation time.
- **Safe and reliable** - Whilst getting your system up and running is of utmost importance to your operation, safety and reliability of the equipment provided are equally important. You can depend on Trane modern equipment.
- **Cost-effective** - Whatever the application, Trane can provide a cost-effective temporary cooling solution for your organization until you are able to repair or replace your existing equipment.

Every rental delivers state-of-the-art Trane equipment and expertise. We will be your one-stop solutions provider when you are: Short on time: A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution. Short on funds: Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds. Risk averse: Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.



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c. Products and Services Provided by Trane

c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

Trane's products and services are provided on the "Product Information Matrix" on pages 75-92.

DESCRIPTION OF THE PRODUCTS

- A description of the Products, including all related components and parts to be provided by the major product category.

1. HVAC Equipment and Products

Chillers

- Air-cooled chillers
- Water-cooled chillers
- Compressor chillers
- Ancillary chiller water plant equipment
- Absorption liquid chillers
- HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption

Unitary systems that combine heating, cooling, and fan sections

- Rooftop systems
- Split systems
- Self-contained systems
- Water source heat pumps
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water- source, mini-splits

Air handling systems

- Performance air handlers
- Blowercoil air handlers
- Make-up air gas heating system
- Air handler options and air cleaning options, Type- central station-manufactured or custom makeup air, fan, filter, coil sections

Terminal devices

- Unit heaters
- Unit ventilators
- Fan coil units
- Ventilation fans and variable air volume
- Air Terminal Devices and Heating Products Type-VAV, Fin Tube Radiation/Convectors

Ductless variable refrigerant volume units

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Dedicated outdoor air systems

Replacement coils

Automation equipment

Parts and aftermarket product

- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers

Other HVAC products

- **Indoor Air Quality Products and Devices** Type- Active polarization, non- ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

2. Installation and Services

Installation of new equipment

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

Maintenance of existing systems

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils, and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

Upgrading of existing infrastructure

Turnkey services

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

Other installation and services offered by Bidder

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural, and other

3. Related Products, Solutions, and Other Services

New, and/or retrofitting older products and solution

HVAC equipment controls

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- Type-core components, end devices, lighting, panels

Ancillary Services

Thermostats

Sensors

Energy programs

Design and analysis tools

Commissioning

Building management and/or certifications

Enterprise management

Rental and lease services

- Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

Financial services

- Type- leasing, prompt, and pre-payment discounts, guaranteed savings and other

Training and/or educational services

Municipal services

Other related products and services

CATALOG OR BROCHURE TYPE INFORMATION

- A catalog or brochure type information as applicable.

Trane has detailed catalog information for all equipment. A National Line Card is provided on the following pages.

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National Line Card

PRODUCTS & SYSTEMS SOLUTIONS

TRANE



APPROACH

We take a creative approach to every project; treating each project uniquely so we can collaborate to understand objectives and goals. Trane delivers outcomes; we start from the beginning and follow the process through. Plus, we always keep indoor environment quality and energy efficiencies top of mind.

SERVICE & SOLUTIONS

Our capabilities include commercial systems, energy services & solutions, contracting, controls/building automation, rentals and service.

Trane Wellsphere™ is a holistic approach to building wellness that cultivates healthier indoor spaces. It brings together unmatched experience and expertise to take a holistic approach to optimizing building's indoor environmental quality (IEQ).

HVAC SYSTEMS
Sustainable and scalable solutions for maintaining ideal system performance

OPTIMIZED EQUIPMENT
Applied Chilled and Hot Water, Air Handling, Large and Light Packaged, VRF, VAV, Zone Terminal, Pre-Packaged Systems with Controls

RENTAL SERVICES
Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions

BUILDING SERVICES
Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians

ENERGY SERVICES
Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability

BUILDING AUTOMATION SYSTEMS
Making precise control easier, mobile and data-rich

TRANE TECHNOLOGIES

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Trane Building Automation Systems



Tracer® SC+
Scalable building automation system solution



Tracer Concierge®
Light commercial control system



Pivot® Smart Thermostat
Wi-Fi & Ethernet thermostat for light commercial applications



Factory & Field
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols



Wireless Solutions
Wireless comms, BACnet/ Zigbee®, temperature & humidity sensors

Trane Building Management Systems



Tracer® Ensemble®
Enterprise level building management software



Tracer® Synchrony®
Web-based facility management software



Tracer® Concierge®
Occupant user interface for non-technical user



Tracer® Mobile Apps
Concierge, Trane BAS Operator Suite

Trane Intelligent Services

Aggregates data collected in a building. Provides analytic tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Lighting Solutions

Control more than half of your building energy use when you integrate Trane lighting solutions into your BAS.* The Trane difference offers increased energy savings, improved comfort and flexibility, and a higher quality design - all within your customer's budget. Lighting science can support productivity, performance, safety, and well being. Utilizing intelligent lighting solutions as your infrastructure for smart buildings unlocks the capabilities of asset tracking, contact tracing, emergency assistance, and more!

*U.S. Energy Information Administration, 2020

Trane® / Mitsubishi VRF & Ductless



N-Generation CITY MULTI®
Energy efficient, all electric VRF system available in Standard, High Efficiency, and H2i®(R) (Hyper-Heat)



Nv Series
Ductless system for maximum energy efficiency and quality control with precise zone control to distribute heat or air conditioning only to spaces in use



P Series
Light commercial ductless system for superior comfort, flexibility and reliability with precise 1:1 outdoor to indoor connections for efficient zone management



Indoor Units
A variety of indoor units available to meet any application and design requirements, including ceiling cassettes, wall mounted, concealed and more



LEV Kit
The power to connect Trane® / Mitsubishi Electric CITY MULTI® Products to Trane Air Handlers; Allows for higher airflows, higher static pressure, larger capacity, customized products, and DOAS configurations; Available in multiple tonnage sizes

Trane Precision Cooling



Single Circuit DX
Single circuit DX; vertical floor mounted; 5 - 10 Ton; tandem compressor options; EC fan technology



Dual Circuit DX
Dual circuit DX series; vertical floor mounted; 15 - 30 Tons

Centrifugal Chillers



Model TACW
Oil-free; 60 - 1400 Tons; R-134a and R-513A



Agility® Model HDWA
150 - 450 Ton; 60 Hz, 50 Hz; Symbio® 800 controller; uses either R-513A or R-134A



CenTraVac® Model CVHE
3-Stage Compressor; Symbio® 800 controller; 150 - 500 Tons; R-514A



CenTraVac® Model CVHF
2-Stage Compressor; Symbio® 800 controller; 325 - 2000 Tons; R-514A



CenTraVac® Model CVHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 900 - 2000 Tons; R-1233zd



CenTraVac® Series S™ Model CVHM
Oil-Free Compressor; Symbio® 800 controller; 170 - 390 Tons; R-514A



CenTraVac® Model CDHF
Multi-Stage Dual Compressor; Symbio® 800 controller; 1450 - 3950 Tons; R-514A



CenTraVac® Model CDHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 1800 - 4000 Tons; R-1233zd

Water-Cooled Chillers



Cold Generator™ Model CGWR
Scroll Compressors; 20 - 75 Tons; R-410A



Series R® Model RTWD
Helical Rotary Compressor; 60 - 250 Tons; R-134a or R-513a



Optimus® Model RTHD
Optional Variable Speed Helical Rotary Compressor; 150 - 430 Tons; R-134a; or R-513a for fixed speed only



Series R® Model RTUD
Helical Rotary Compressor with remote air-cooled condenser; 80 - 250 Tons; R-134a

Air-Cooled Chillers



Cold Generator™ Model CCAR
Scroll Compressor with Air-Cooled Condenser; 20 - 70 Tons; R-410A



Model CGAM
Scroll Compressor; 20 - 130 Tons; R-410A



Ascend® Model ACS
Scroll Compressor; 140 - 230 Tons; R-410A



Series R® RTAC
Helical Rotary Chiller; 140 - 500 Tons; R-134a



Sintesis® Model RTAF
Variable Speed Helical Rotary Compressor; 115 - 500 Tons; R-134a or next gen R-513A



Ascend® Model ACR
Free Cooling; Symbio® 800 controller; 150 - 550 Tons; R-134a



Model TACA
Oil Free Centrifugal; 60 - 440 Tons; R-134a or R-513A

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Ascend® Model ACX
Energy efficient, all electric heating and cooling; Symbio® 800 controller; 130-240 Tons; R-410A



MiniMod™
Water-Cooled; Oil Free Centrifugal; R-134a and R-513A; 60 - 135 Tons (1000 Ton Arrays)



Cold Generator™ Model CICD
Water-cooled; Heat Recovery; 20-80 Ton (600 ton Arrays)

Modular Chillers



Manhattan™ Gen II
Air-Cooled and Water-cooled Heat Pump; Heat recovery and Free Cooling; 15 - 80 Tons (800 Ton Arrays)



SuperMod™
Air-Cooled and Water-Cooled; 20 - 40 Tons (400 Ton Arrays)



PolyTherm™
Water-Cooled; Simultaneous Heating and Cooling; 30 - 60 Tons (480 Ton Arrays)

Packaged Units



Impack®
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels; Up to 16 SEER; 2 - 5 Tons



Foundation®
Cooling, Gas/Electric; Adapts to Competitors Roof Curbs; 3 - 5 Tons; 7.5 - 12.5 Tons; 15 - 25 Tons



Precedent® 17 Plus
Cooling & Gas/Electric; Up to 17.5 SEER; 3 - 5 Tons



Precedent® & Precedent® with eFlex™
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels ; eFlex Variable Speed Compressor; Up to 23.5 SEER; 3 - 10 Tons



Voyager® 2 & Voyager 2 with eFlex
Cooling, Gas/Electric & Heat Pump; Multiple Efficiency Levels (Up to 20.1 IEER, 12.5 - 25 Tons), eFlex Variable Speed Compressor (12.5 - 17.5 Tons)



Zoned Rooftop Systems
Pre-designed for small building comfort; Includes Precedent or Voyager rooftop unit, VAV terminal units, Tracer® Concierge™ system control & Air-Fi® wireless controls & sensors; 3 - 25 Tons



Voyager 3
Cooling, Gas/Electric; eStage™ Multi-Staged Compressors; Full & part load efficiencies; Up to 14.7 IEER; 27.5 - 50 Tons



IntelliPak® I
Cooling, Gas/Electric, Hot Water, Steam; 20 - 130 Tons; Available with eFlex Variable Speed Compressor; 40 - 75 Tons



IntelliPak® II
Cooling, Gas/Electric, Hot Water, Steam; Air-Cooled and Evaporative Condenser; Available with eFlex Variable Speed Compressor; Tracer® SC+ controls; VariTrane™ VAV terminals; 90 - 162 Tons;



IntelliPak® 3
Cooling, Gas/Electric, Hot Water, Steam; 20 - 75 Tons; Avail. with eFlex Variable Speed Compressor; Available connectivity; Symbio controller; Up to 17.8 IEER

Self-Contained Units



IntelliPak® Modular Series
Split apart construction, easy transport & installation; Factory-installed digital controls; Up to 13.9 EER, 17.9 IEER; Water Cooled 20 - 35 Tons; Remote Air Cooled - 32 Tons



IntelliPak® Signature Series
Up to 14.1 EER, 19.3 IEER; Floor by floor system; Factory-installed digital controls; Air-Cooled 20-60 Tons; Water-cooled 20 - 110 Tons



Modular Self Contained System
Smallest Footprint on the Market; Water-Cooled System; Variable speed compressors and fans; Full and part load efficiencies; Industry-leading Part Load Efficiency - Up to 20.8 IEER; 40 - 80 Tons

Water-Source Heat Pumps



Axiom™ Standard Efficiency GEH/GEV Models
Horizontal (0.5 - 15T) or vertical (0.5 - 25T); Quiet operation; Multiple airflow configurations; 0.5 - 25 Tons



Axiom High Efficiency Single-Stage EXH/EXV Models
Horizontal or vertical; Electronically Commuted Motor (ECM); Rotary or scroll compressor; 0.5 - 6 Tons



Axiom High Efficiency Two-Stage DXH/DXV Models
Horizontal or vertical; 2-Stage compressor; Deluxe sound option for quiet operation; Meets LEED EAc4 requirement; 2 - 6 Tons



Axiom Variable Speed VSH/VSV Models
Horizontal or vertical; eFlex™ Variable Speed compressors and fans; Single and three phase voltage; 2 - 5 Tons



Axiom High Efficiency Console GEC Model
ASHRAE 62 indoor air quality compliant; Quiet operation; 0.5 - 1.5 Tons



Axiom Vertical Stack GET Model
Multiple capacities & cabinet sizes; Available in PSC or ECM motors; Flexible air supply options; Integrated controls; 0.75 - 3 Tons



Axiom Water-to-Water EXW Model
Co-axial heat exchanger; Rackable modular design; 5, 10, 20 Tons



Axiom Rooftop GWS Model
Boiler/Tower or Geothermal applications; Multiple configuration options; Microprocessor controls; 3 - 20 Tons

Air Handling Units



Performance Climate Changer® - Catalog
Indoor or Outdoor; Up to 15000 CFM; 2" R-13 Foam Insulated Panels; Factory-Engineered & Mounted Controls



Performance Climate Changer® - Semi-custom
Indoor or Outdoor; Up to 60000 CFM; ; up to +/-10.0 inches w.g.; 2", R-13 or 3", R-19; Foam Insulated Wall panels; Flexible Dimensions



Trane Custom Models TCFS & TCPA
Indoor & Outdoor; 1500 - 200,000 CFM; -12.0 to +12.0 inches w.g.; Thermal Performance with R-Values up to 25

Terminal Units



Compact Vertical Blower Coil Model BCCD
Indoor; 800-2000 CFM; ECM Motors, Factory-Engineered & Mounted Controls



Blower Coil Model BCHD/BCVD
Indoor; 400 - 3000 CFM; ECM motors; Factory-Engineered & Mounted Controls



CoolSense® Terminal Unit
Up to 1300 CFM; Variable speed ECM or constant-fan speed; Tracer® UC400 controller (available with Air-Fi wireless)



VariTrane® Model VC*F
Single Duct Variable Air Volume Boxes; 25 - 8000 CFM



VariTrane® Model VDDF
Dual Duct Variable Air Volume Boxes; 80 - 8000 CFM

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VariTrane® Model VF**
Fan-Powered Variable Air Volume Boxes; 200 - 3300 CFM; Parallel or Series Configuration



VariTrane® Model LF**
Low Height Fan-Powered Variable Air Volume Boxes; 100 - 1800 CFM; Parallel or Series Configuration



VariTrane® Model VRRF
Round Inlet/Round Outlet RetroFit Variable Air Volume Boxes; 25 - 4000 CFM



UniTrane® Model FC*B
Horizontal or Vertical Fan Coil; Cabinet, Recessed or Compact Configurations; 200 - 1200 CFM



UniTrane® Model FCV
Vertical High Rise Fan Coil Units Vertical stack fan coil; 300 - 1200 CFM



Force-Flo™ Model FF*B
Horizontal or Vertical Cabinet Heater; Concealed or Recessed Configurations; 200-1200 CFM



Model VUVE
Vertical Unit Ventilators; 750 - 1500 CFM



Model HUVC
Horizontal Unit Ventilators; 750 - 2000 CFM



Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam



Model UHWA/UHAA/UHRA/ UHXA/UHEC/UHCA
Electric Unit Heaters



Indoor Gas Heating Units
Unit Heaters & Duct Furnaces

Split Systems



Split Systems
Cooling & Heat Pump; Gas, Electric, or Hot Water Heat; 1.5 - 5 Tons



Odyssey™ with Symbio®
Symbio Connectivity & phone app; Full & part load efficiencies; Up to 13.1 IEER; 6 - 25 Tons



RAUJ
Air-Cooled Condensing Units; Available with Remote Chiller Evaporators; 20 - 120 Tons



CAUJ
Air-Cooled Condensers; 20 - 120 Tons

Dedicated Outdoor Air



Horizon® DOAS
DX Packaged (Air and Water Cooled)
- Low Dew Point capability
- ERV
- AHRI 920



Mixed Air Unit
- Brings in up to 100% fresh air
- ASHRAE 90.1 compliance
- Provides adequate dehumidification at full load conditions
- Double walled-insulation with insulated base ban

Make-Up Air Gas Heating Units



Model GSAA
Indoor Gas-Fired Make-Up Air Handlers; Standard & High Efficiency; 100 - 1200 MBH



Model GRAA
Outdoor Gas-Fired Make-Up Air Handlers; 100 - 1200 MBH



Model AHOA
Packaged Air Handlers; Cooling, Make-Up Air, & Ventilation



VFD

Trane TR150/TR200 Variable Frequency Drives; 6, 12, 18 Pulse

Engineered Systems



Controls and Equipment
- Comprehensive Chilled Water
- Central Geothermal
- Thermal Battery® Air-cooled Chiller Plant
- Thermal Battery® Cooling and Heating
- Intelligent Variable Air System
- Zoned Rooftop System
- Variable Refrigerant Flow
- CoolSense® Integrated Outdoor System



Energy Services

We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results



IAQ Solutions

Today there are more ways than ever to manage and monitor indoor air quality, while keeping your goals for cost and sustainability in sight. Trane is a leader in indoor air quality. We can help you align with air quality guidelines set by the Centers for Disease Control using innovative technologies and proven solutions



Trane Building Services

Help reduce operating costs and extend the life of your equipment with planned maintenance from Trane.

Consulting Engineer Portal



Trane offers expert HVAC systems, solutions, and support for every stage of a building lifecycle, including quick links to design and analysis tools, education and training, BIM and CAD drawings, prepackaged solutions, and energy analysis tools.
Visit www.traneengineer.com

Trane Rental Services



Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers, Portable A/C Units

Trane Creative Solutions



Customized Trane Equipment Modifications Including: Multizone Replacements, Water-Side Economizer Coils for Air-Cooled Chillers, Packaged Air-Cooled Ice Storage Systems, Acoustical Attenuation

For more information visit
trane.com/commercial

TRANE

Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit *trane.com* or *tranetechnologies.com*.

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08/18/2021

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PRODUCT INFORMATION MATRIX

- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

1. HVAC Equipment and Products

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
CHILLERS							
Air-cooled chillers	Air-Cooled Scroll Chillers	CGAM	Scroll Chiller Model CGAM (trane.com)	20 to 130 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Series R Helical Rotary Chillers	RTAC	Series R® Helical Rotary Chiller Model RTAC (trane.com)	140 to 500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Sintesis Air-Cooled Chillers	RTAF	Sintesis® Air-Cooled Chillers (trane.com)	115 to 520 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers	ACS	Ascend™ Air-Cooled Chillers Model ACS (trane.com)	140 to 230 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers with Integrated Free Cooling	ACR	Ascend® ACR Chillers (trane.com)	150 to 550 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Air-Cooled Oil-Free Magnetic Bearing Chillers	TACA	Air-Cooled Oil-Free Magnetic Bearing Chillers (trane.com)	60 to 440 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-to-Water Heat Pump	ACX	Ascend® ACX Chillers (trane.com)	140 to 230 tons cooling; 1500 to 2500 MBh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	SuperMod	PACV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Manhattan Gen II	TPAC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic	ARTC	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic (trane.com)	60 to 1500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office

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Water-cooled chillers	Water-Cooled Helical Rotary Chiller	RTUD, RTWD, RTHD	Water-Cooled Helical Rotary Chiller (trane.com)	80 to 450 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	CenTraVac Water-Cooled Chiller	CVHE, CVHF, CVHH, CVHM, CDHG, CDHH, CDHF	CenTraVac Water-Cooled Chiller (trane.com)	120 to 4000+ tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Agility Centrifugal Water-Cooled Chiller	HDWA	Agility® Centrifugal Water-Cooled Chillers (trane.com)	175 to 425 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Thermafit™ MiniMod™	ACW	Trane Modular Chiller Model TACA	60 to 1000 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	SuperMod	PWCV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	PolyTherm	V30-V60	PolyTherm™ modular chiller (trane.com)	30 to 480 tons cooling; 450 to 7,200 Mbh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Manhattan Gen II	TPWC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Compressor chillers	Cold Generator Scroll Chillers	CICD, CGWR, CCAR	Cold Generator Scroll Chillers (trane.com)	CCID 20 to 85 tons; CGWR/CCAR 20 to 75 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
UNITARY SYSTEMS THAT COMBINE HEATING, COOLING, AND FAN SECTIONS							
Rooftop systems	Impack - 14 SEER, 15 SEER, 16 SEER	4*CC4, 4* CY4; 4* CY5; 4* CZ6	Impack (trane.com)	2 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Foundation®	EBC, GBC	Foundation® (trane.com)	3 to 5 tons; 7.5 to 12.5 tons; 15 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Voyager® 2 & 3	T*D, T*H, Y*D, Y*H; TC,TE, YC	Voyager® Rooftop Units (trane.com)	12.5 to 25 tons; 27.5 to 50 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Rooftop systems	Precedent®	TS*,YS*; TSJ,YSJ; WS*, DS*; TH*, YH*; WH*,DH*; TZ*, YZ*	Precedent® Rooftop Units (trane.com)	3 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	IntelliPak®	S*HL, S*HK	IntelliPak (trane.com)	20 to 162 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Split systems	Smaller Split Systems	4TTA3, 4TTA4, 4TTA7, 4TTL6, 4TTR3, 4TTR4, 4TTR6, 4TTR7; 4YWA4, 4TWA7, 4TWL6, 4TWR5, 4TWR6, 4TWR4, 4TWR7; GAF2, GAM5, TAM6, EM4, TEM6	Split System Air Conditioners and Heat Pumps (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Gas Furnaces and coils	S8X1, S8X2, S9V2-PS, S9V2-VS, S9X1, S9X2, TDD2-9B, TUD2-9B, 4PXA-U, 4PXC-U/D, 4TXC-DS, 4TXF	Gas Furnaces and Indoor Coils (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Odyssey™	TTA, TWA, TWE	Odyssey™ Split Systems with Symbio Controls (trane.com)	6 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Large Split Systems	RAUJ, CAUJ	Large Commercial Condensers (RAUJ CAUJ) (trane.com)	20 to 120 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Self-contained systems	Intellipak® Modular Series	SCW/R; SIW/R	Intellipak® Modular Series (trane.com)	20 to 35 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	Modular Self Contained™	SCWM	Modular 40 to 80 Tons (trane.com)	40 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	IntelliPak™ Signature Series	SC/I - W/R	Signature 20 to 110 Tons (trane.com)	20 to 110 tons WC, 25 to 60 tons AC	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Water source heat pumps	Axiom™ High-Efficiency Console WSHP	GEC	Console WSHP (trane.com)	.5 to 1.5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Horizontal and Vertical WSHP	EXHV/DXHV; VSHV; GEHV	Axiom™ Horizontal and Vertical Water Source Heat Pumps (trane.com)	.5 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Rooftop WSHP	GWS	Rooftop WSHP (trane.com)	3 to 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Vertical Stack WSHP	GET	Axiom™ Vertical Stack Water Source Heat Pump (trane.com)	.75 to 3 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Water-to-Water WSHP	EXW	Axiom Water-to-Water WSHP (trane.com)	5, 10 & 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
AIR HANDLING SYSTEMS							
Performance Air Handlers	Catalog Air Handlers	UCCA	Catalog Air Handlers | Industrial HVAC Heating and Cooling (trane.com)	3 thru 30	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Semi-Custom Air Handlers	CSAA	Semi-Custom Air Handlers | HVAC Air Conditioning Units and Systems (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Custom Air Handlers	CSAA, PSCA, TCFS, TCPA	Custom Air Handlers | Industrial HVAC Cooling and Heating Systems (trane.com)	10,000 to 200,000+ CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Blower coil air handlers	Blower Coil Air Handlers	BCHD, BCVD, BCCD	Blower Coil Air Handlers | Terminal Devices, Blower Coils, Unit Heaters (trane.com)	400 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Make-up air gas heating systems	Indirect Fired Make-Up Air	GGAA/GZAA	Indirect FiredMake-Up Air Gas Heating System (trane.com)	100 to 1,200 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger Delayed Start-up	Contact Trane Office
Air handler options	Motorized Impeller Fan Array	MI	Motorized Impeller Fan Array (trane.com)	Up to 15 Fans	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air handler options	Sensible Assisted Membrane	SAM	Sensible Assisted Membrane (trane.com)	Customized Airflow	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air cleaning options (IAQ)	Trane Catalytic Air Cleaning System	TCATS	Trane Catalytic Air Cleaning System	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Air cleaning options (IAQ)	CDQ® Desiccant Dehumidification	CDQ	CDQ® Desiccant Dehumidification (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
TERMINAL DEVICES							
Unit heaters	High Efficiency Gas Heaters	HI-050 to 400	High Efficiency Gas Heaters (trane.com)	50 to 400 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	S & P Unit Heaters	UHSB, UHPB	S&P Unit Heaters (trane.com)	8 to 705.6 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Electric Unit Heaters	UHEC, UHXA, UHRA, UHWA, UHAA	Electric Unit Heaters (trane.com)	2 TO 100 Kw	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GRAA, GFAA, GSAA	Gas Unit Heaters (trane.com)	100 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GT, GH, GA, GB, GK	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GLNE, GMNE, GNNE, GTNE, GUNE, GVNE	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GGAA	Gas Unit Heaters (trane.com)	100 to 800 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	AHAA/AHBA	Gas Unit Heaters (trane.com)	1500 to 14,000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit ventilators	Classroom Unit Ventilators	HUVC, VUVC	Classroom Unit Ventilators (trane.com)	750 to 2000 CFM - Horz. 750 to 1500 CFM Vert.	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	UniTrane® Fan Coil	FCAB, FCBB, FCCB, FCDB, FCEB, FCHB, FCJB, FCPB	UniTrane® Fan Coil	200 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Vertical High Rise Fan Coil	FCVA	Vertical High Rise Fan Coil (trane.com)	300 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Sensible Cooling Terminal Units	LDCF, LDEF, LDWF	Sensible-Cooling Terminal Devices | Terminal Device Solutions (trane.com)	4" to 8" Primary	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Variable air volume	VariTrane® Round In Round Out	VRRF	VariTrane® Round In Round Out	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Single Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Single Duct Terminal Units	0 to 8000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Dual Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Dual Duct Terminal Units	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Fan Powered Terminal Units	VPCF, VPWF, VPEF, VSCF, VSWF, VSEF	VariTrane® Fan-Powered Terminal Units	0 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Low-Height Fan-Powered Terminal Units	LPCF, LPWF, LPEF, LSCF, LSWF, LSEF	VariTrane® Low-Height Fan-Powered Terminal Units	0 to 1950 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
DUCTLESS VARIABLE REFRIGERANT VOLUME UNITS							
Variable Refrigerant Flow	N-Generation CITY MULTI® VRF						
Variable Refrigerant Flow	R2 Series	R2	N-Generation CITY MULTI® VRF (trane.com)	72 to 336MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Y Series	Y	N-Generation CITY MULTI® VRF (trane.com)	72 to 432 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	S Series	S	N-Generation CITY MULTI® VRF (trane.com)	36 to 48 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Indoor Units	TPLFYP, TPMFYP, TPCFYP, TPKFYP, TPWFYP, TPEFYP, TPVFYP, TPFFYP	N-Generation CITY MULTI® VRF (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Horizon DOAS	OAB, OAD, OAG, OAK, OAN	N-Generation CITY MULTI® VRF (trane.com)	3 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	P Series	PUY, PUZ	P Series (trane.com)	12 to 42 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Nv Series	NTYS, NTYM, NTXS, NTSM	Nv Series (trane.com)	6 to 60 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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DEDICATED OUTDOOR AIR SYSTEMS							
Dedicated outdoor air solutions	Trane® HorizonTM Outdoor Air Units	OAB, OAD, OAG, OAK, OAN	Horizon® Air and Water Source Heat Pumps (trane.com)	3 to 54 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Horizon™ Dedicated Outdoor Air Systems	OABD, OABE, OADD, OADE, OAGD, OAGE, OAKD, OAKE, OAND, OANE	Horizon® Dedicated Outdoor Air Systems (trane.com)	3 to 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Mixed Air Unit	HAEA	Mixed Air Unit (trane.com)	10 to 15 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
REPLACEMENT COILS							
Chilled and Hot Water Coils, Steam, DX	Air Heating and Cooling Coils	3W, 3U, W, WL, WP, UW, UP, 5W, WD, LL, UU, 5D, D1, D2, K, P2, P4, P8, UA, TT, T, ST, NS, N, 3F, UF, H4, FD, H3, F3	Air Heating and Cooling Coils (trane.com)	2 to 12 Rows	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
AUTOMATION EQUIPMENT							
Controls & Building Automation Systems (BAS)	Tracer® Ensemble		Tracer Ensemble Enterprise Building Management Systems (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Tracer® SC+		Tracer® SC+ (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Lighting Control Solutions		Lighting Solutions (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Air-Fi® Wireless Communications		Air-Fi® Wireless Communications (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Pivot® Smart Thermostat System		Pivot® Smart Thermostat System (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Controls and BAS	Sensors - CO_2, Temperature, and Combination Temperature and Humidity	Sensors (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Power and Energy Meters	Power and Energy Meters (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
PARTS AND AFTERMARKET PRODUCT						
	Trane® OEM Parts	Trane® OEM Parts | Trane Supply				Contact Trane Office
	Chemicalsfor HVAC Professionals	Chemicals | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Airflow and Motors	Motors, Air Flow and Drives | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Equipment	HVAC Equipment | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Indoor Air Quality and Filters	Indoor Air Quality | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Controls and Electricalfor HVAC Professionals	Controls and Electrical | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Compressors & Valvesfor HVAC Professionals	Compressors & Valves | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Installation Supplies, Tools and Test Instrumentsfor HVAC Professionals	Installation & Testing Tools | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Refrigerant Handlingfor HVAC Professionals	Refrigerant Handling | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	General Productsfor HVAC Professionals	General HVAC Parts | HVAC Parts & Supplies | Trane Supply				Contact Trane Office

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OTHER HVAC PRODUCTS							
Energy Storage	Calmac Thermal Storage Systems	Model C & A	Thermal Energy Storage Solutions (trane.com)	C - 41 to 486 Ton-Hours, A - 41 to 162 Ton-Hours	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Precision Cooling	Computer Room Air Conditioners (CRAC) Direct Expansion (DX)	CRAH, CRAC	Computer Room Air Conditioners (CRAC) Direct Expansion (DX) (trane.com)	6 thru 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Frequency Drives	TR200 Series	TR	TR200 Series (trane.com)	1.5 to 1350 HP	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Pumps	TACO Pumping Solutions (Example)	TACO	Taco Comfort Solutions | Leader in Hydronics and Pump Solutions	Custom Sizes			
Pumps	PACO Pumping Solutions (Example)	PACO	PACO Pumps | FUSION PUMP	Custom Sizes			
Cooling Towers	Baltimore Air Coil (Example)	BAC	Global | Baltimore Aircoil	Custom Sizes			
Cooling Towers	SPX (Example)	SPX	Cooling Towers - SPX Cooling Towers	Custom Sizes			
Cooling Towers	Other manufactures available						
Heat Exchangers	Alfa Laval (Example)	AL	Gasketed plate-and-frame heat exchangers | Alfa Laval	Custom Sizes			
Heat Exchangers	Other manufacturers available	EH	Shell-and-tube heat exchangers | Alfa Laval				
Packaged Chiller Plants	TAS Packaged Chilling Products	TAS	Modular Products & Solutions | (tas.com)	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	Contact Trane Office
Multistack Module Chiller Systems	Modular Air Cooled	ASF,ASP,ARP	Modular Solutions Air-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Modular Water Cooled	MSD,MSH,MSR,MSS	Modular Solutions Water-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Multistack Module Chiller Systems	Packaged Solutions	ASC,ASM,HSS,ACF	Packaged Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Maglev Solutions	ACF,MSF,MSH	MagLev Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Heating Solutions	ARA,VME	Heating Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Multipro	MP	MultiPRO - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Auragreen	AG	AuraGreen - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Heat Recovery Systems	Energy Recovery Systems (Example)	AE	Energy Recovery Wheels | HVAC Systems | Airxchange	Custom Sizes			
Energy Recovery Ventilator	RenewAire Energy Recovery Systems (Example)	SL-75	RenewAire Energy Recovery Ventilation - ERVs	Custom Sizes			
Boilers & Hot Water Heaters	Lochinvar Boiler Systems (Example)	CREST	CREST with Hellcat™ Combustion Technology | Lochinvar	Custom Sizes			
Process Coolers	Filtrine (Example)	PCP,POC,PC	Chiller Systems | Industrial Chiller Manufacturer | Filtrine	Custom Sizes			
Tempspec Unit Ventilators	Classroom Air Conditioners	VUD,VUF,VDT	Standard Unit Ventilators - Temspec	800 - 2000 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Vertical Stacked Fan Coil Units	TL,TF,TR	Vertical Stacked Fan Coil Units - Temspec	300 - 1200 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Filtration	Air Medic	Filtration - Temspec	Custom	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Solar Collector Systems	Solar Photovoltaics (Example)	PV	Home Solar plus Storage Solutions | SunPower	Custom			

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Solar Collector Systems	Solar Thermal (Example)	ST	Solar Thermal Heating Systems (Commercial & Residential) Solar Water Heater Installers in CT (sun-windsolutions.com)	Custom			
Water Treatment	Pump replacement, reservoir upgrades/repairs, UV system repair/upgrade/replacement, chemical use evaluation/ upgrade, conveyance system upgrades/replacements, pump station upgrades/replacements including pumps, SCADA, etc. water meter replacement and infrastructure improvements		Lakota-Wastewater-Treatment-Plant (trane.com)				
KCC Products	MSP Technology	MSP	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Heat Exchangers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Dehumidifiers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
INSTALLATION AND SERVICES						
Installation of new equipment	Startup and commissioning services					
Maintenance of existing systems	Service and maintenance					
Upgrading of existing infrastructure	Wastewater Treatment Plant design build services					
	Pump replacements, blower replacements, SCADA upgrades, clarifier overhaul and/or replacement, digester improvements or replacements, thickening system improvements or replacements/dewatering systems, process improvements/changes, aeration system improvements or replacements, piping, alternative energy including turbines, cogeneration, solar, heat recovery, membrane replacement/new installation, pump stations refurbish or build new, force main or gravity main replacement/installation, UC system installation/replacement, chemical use evaluation and amendments, VFD installation/replacement, all design build contracting services.	Lakota-Wastewater-Treatment-Plant (trane.com)				
Turnkey services	Solar photovoltaic					

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Turnkey services	Wind turbines						
Turnkey services	Thermal heating systems						
Turnkey services	Alternative energy HVAC						
Turnkey services	Geothermal heat pumps						
Turnkey services	Lighting technology						
Turnkey services	Pumping systems						
Turnkey services	Microgrid						
Turnkey services	Energy storage						
Turnkey services	Solar daylighting						
Turnkey services	Biomass plants						
Turnkey services	Solar thermal domestic water heating						
Turnkey services	Solar transpired wells						
Installation and services	Retrofit, new construction, energy retrofit, controls new- and upgrade and other		Energy Conservation Measures (trane.com)				
Installation and services	Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other						
Installation and services	Professional Services -Engineering, Design, Drafting, Architectural, Project Management and other						

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3. Related Products, Solutions, and Other Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
HVAC EQUIPMENT CONTROLS						
Equipment controllers	Symbio Equipment Controllers	Symbio (trane.com)	N/A			
ANCILLARY SERVICES						
Wellsphere	Wellsphere™ addresses the four elements of indoor environmental quality	Wellsphere™ (trane.com)	N/A			
Wellsphere	Air Quality	Element of Air (trane.com)	N/A			
Wellsphere	Thermal Comfort	Element of Thermal (trane.com)	N/A			
Wellsphere	Lighting	Element of Lighting (trane.com)	N/A			
Wellsphere	Acoustics	Element of Acoustics (trane.com)	N/A			
Wellsphere	Assessment	Assess (trane.com)	N/A			
ENERGY PROGRAMS						
Energy & Sustainability	Energy Analysis & Monitoring	Energy Analysis & Monitoring (trane.com)				
Energy & Sustainability	Active Energy Management	Active Energy Management (trane.com)				
Energy & Sustainability	Renewable Energy & DERs	Renewable Energy & Distributed Energy Resources (trane.com)				
Energy & Sustainability	Energy Conservation Measures	Energy Conservation Measures (trane.com)				
Energy & Sustainability	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
Energy & Sustainability	Digital Services	Digital Services (trane.com)				

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Operate, Maintain & Repair	Connectivity & Cloud Services	Connectivity & Cloud Services (trane.com)				
Operate, Maintain & Repair	HVAC System Management	HVAC System Management (trane.com)				
Operate, Maintain & Repair	HVAC System Repair	HVAC System Repair (trane.com)				
DESIGN AND ANALYSIS TOOLS						
Design Tools and Software	Design and Analysis Tools	Design Tools (trane.com)	N/A			
Design Tools and Software	TRACE® 3D Plus Load Design	TRACE® 3D Plus Load Design (trane.com)	N/A			
Design Tools and Software	Trane® Design Assist™	Trane® Design Assist™	N/A			
Design Tools and Software	myPLV®	myPLV Design Tool (trane.com)	N/A			
Design Tools and Software	VariTrane Duct Designer	Varitrane Duct Designer	N/A			
Design Tools and Software	Trane Pipe Designer	Trane Pipe Designer	N/A			
Design Tools and Software	Trane Acoustics Program	Trane Acoustics Program	N/A			
Design Tools and Software	Trane Engineer's Toolbox	Trane Engineer's Toolbox	N/A			
Design Tools and Software	TRACE 700	TRACE 700 (trane.com)	N/A			
Design Tools and Software	Calculators & Charts	Calculators & Charts (trane.com)	N/A			

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
RENTAL AND LEASE SERVICES						
Rental and lease services	Trane HVAC Rentals	HVAC Equipment Rentals (trane.com)				
FINANCIAL SERVICES						
	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
	OMNIA Partners	OMNIA Partners (trane.com)				
	Anticipation Discount Program	Anticipation Discount Program (trane.com)				
	Energy Savings Contracting	Energy Savings Contracting (trane.com)				
TRAINING AND/OR EDUCATIONAL SERVICES						
	Trane HVAC Education & Training	Education & Training (trane.com)				
	Trane University	Trane University				
	Trane Education Center	TRANE Education Center - Browse Catalog (tranetechnologies.com)				
	Engineers Newsletters & Engineers Newsletters Live!	Engineers Newsletters (trane.com)				
MUNICIPAL SERVICES						
	Building Systems Upgrades	Building Systems (trane.com)				
	HVAC System Retrofits	HVAC System Retrofits (trane.com)				
	Existing HVAC Equipment Upgrades	HVAC Equipment Upgrades (trane.com)				

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
	New building construction/ replacement including civil/earthwork, tankage, landscape along with energy conservation/LEED services						
	Indoor Air Quality, Acoustics, Lighting		Wellsphere™ (trane.com)				
	Window replacement						
	Building Envelope						
	Solar		Renewable Energy & Distributed Energy Resources (trane.com)				
	Roof repair/replacement						
	Streetlights						
	Parking Lot Lights						
	Pump Station /Lift station design build services						
	Generator replacement/upgrade						
	Vehicle retrofit for sustainable fuel/biofuel, electric, etc.						
	Charging station installation						
	Smart Cities - traffic signals, photo radar, photo streetlights, 5G		Local Government (trane.com)				
	Energy Conservation (Mechanical, Electrical, Utility, Civil, Structural and Architectural)		Energy Conservation Measures (trane.com)				
Engineer & Contractor Support	Supporting Engineers who are designing the future		Consulting Engineer (trane.com)				

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Engineer & Contractor Support	Trane Contractor Solutions		Contractor (trane.com)				
Engineer & Contractor Support	Customer Direct Service		CDS Support Home (custhelp.com)				
Engineer & Contractor Support	BIM and Selection Tools		BIM and Selection Tools (trane.com)				
Engineer & Contractor Support	Civil Engineering						
Engineer & Contractor Support	Structural Engineering						

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TECHNICAL INFORMATION

- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

All necessary technical information relating to the operation of equipment and systems, along with a list of spare parts recommended by manufacturers with part numbers to maintain and efficiently run the systems and equipment **are furnished by product type per job**. We do not furnish parts lists anymore as it is now maintained electronically. In order to save valuable time and paper resources, we have chosen to provide a sample of how we provide this information to our customers. Additional information is provided via link in the Product Information Matrix.

d. Record Keeping and Processing System

d. Describe Bidder's record keeping and processing system for work performed.

ONLINE ACCESS TO RECORDS

- Bidder's ability to provide online access to records.

Trane's ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, ComfortSite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

EXPEDITING DELIVERY OF PRODUCT

- State any options for expediting delivery of product.

Trane's product order entry system, TOPPS, provides the ability of both emergency and rush orders. This system is unique in that it allows the flexibility of integrating the ERO (rush) orders into the standard order system without disruptions or excessive costs.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

Quick Ship Option Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-

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cooled **Packed Stock Product** and water- cooled chillers, rooftops, ducted split systems to suit your needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

BACKORDER POLICY

- State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?

Trane strives to provide on-time delivery for all orders placed. Occasionally the Company is unable to immediately fill an order. In these instances, the back- ordered items or materials are automatically scheduled and delivered once the fill- rate is complete. In most instances, the Participating Public Agency would not be required to re-order items and would automatically receive the items when available.

RESTOCKING PROCEDURES FOR RETURNS

- State restocking procedures for returning products, if applicable.

Returns must have prior written approval by Company and are subject to restocking charge where applicable.

SPECIAL PROGRAMS

- Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.

Comfortsite

ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, Comfortsite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

TOPPS

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TRANE'S CAPACITY TO BROADEN CONTRACT SCOPE

- Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

Whenever a new product offering or service becomes available to the field, Trane will provide documentation for inclusion onto the HVAC Equipment and Services contract. This submission would include such information as suggested price discounting, market analysis, expected market penetration, related marketing materials for various vertical areas and technologies included. Once added the contract, Trane would market the additions thru internal eNewsletters, webinars, local seminars, and direct contact.

TRANE'S SAFETY POLICY

- Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

Safety Program and OSHA Practices Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61.



Safety Planning is woven into Trane's Construction/Installation Approach. An Environmental, Health and Safety (EH&S) Specialist is assigned to every project. This position is organizationally-independent and has the authority to stop work — or material in process — that does not meet quality installation and safety standards. The EH&S Specialist is responsible for standards (procedures, programs, and guidance) and compliance throughout all phases of project delivery.

The EH&S Specialist is involved in recurring review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training — 20 hours per year
- Electrical safety — NFPA 70E compliant, electrical PPE
- Fall protection

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- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



Subcontractors are thoroughly pre-screened and qualified to fully vet their safety records and ratings, citation history for the last five years, OSHA (Occupational Safety and Health Administration) logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane's safety department requires strict compliance with the company's safety policies and all OSHA requirements

QUALITY CONTROL

- Describe Bidder's quality control processes.

Trane leverages industry-leading systems including ISO, Lean-Six Sigma, UL, CE, and other internal/external quality standards to ensure top quality products are provided to customers. Quality policy and programs are coordinated by our corporate functions and completed on a by product line and site of manufactured basis. Specific policy can be reviewed by specific area when required. Incremental to these key programs that are reviewed monthly by leadership team members, Trane products also have utilized four (4) initiatives to provide cost saving areas for our customer: ICS: Integrated Control Systems. The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System in place, Trane can provide our BAS system at a packaged program price.; D.F.T.: Demand Flow Technology, a mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Six Sigma

Trane has adopted Six-Sigma initiatives at all levels of the company to improve the processes managed by our business units. All employees in each manufacturing process are trained to QC manufacturing steps. Statistical samples of finished goods are routinely inspected to monitor product quality. Corporate keeps open dialogue with employees and distributors to monitor our quality of service and response.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions as specified in both ARI as well as ASHRAE. Trane then follows this performance with the industry's premier warranty and service

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support to ultimately provide the best value to the end users. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane, from the factory to the field sales offices.

Our engineers are committed to continuous improvement across all our product lines. They work tirelessly to increase energy efficiency and performance for all our systems, from light commercial to large, applied solutions. It's our depth of experience that makes Trane commercial systems the best in the business.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.

PROBLEM ESCALATION

- Describe Bidder's problem escalation process.

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

The process used to expedite a service call to a service repair quotation starts with the initial service request. The Call Center time and date stamps each service call entry as well as informing the project manager, assigned to the account, of the service request. Once the technician is on the job and has identified the problem, he contacts the project manager and explains the problem and the recommended solution. Our project manager will then contact the customer's representative with the verbal repair quotation, estimated time for repair and request for approval. If the repair can be made at the time the technician is at the jobsite, he will be informed to perform the repair; if not, the project manager will inform the customer's representative with the scheduled repair date. All the project managers carry cell phones and are easily reached any time of the day or night. As an added means of assuring customer satisfaction, the communication center will call each customer location after each scheduled maintenance and quoted repair service. The results of this satisfaction survey are electronically returned to the Trane Project Manager and if further actions are required, they will be immediately addressed. The results are compiled and submitted for the customer's review on a predetermined time frame.

After Hours

The after-hours call center has an escalation process should the primary on-call technician not acknowledge the first call within 15 minutes. If the secondary technician fails to respond in 15 minutes, the area service manager is that contacted. During normal business hours, the service dispatcher will initially assess the call priority. The customer has the option to engage with the service manager if they have issues, concerns or questions with the call response or repairs(s) performed.

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CUSTOMER COMPLAINTS

- Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?

Customer Satisfaction Survey

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Key Drivers for Fulfillment / Project Management:

- Functionality of the equipment/systems installed on the job
- Follow-up and follow through on commitments
- Labor resources assigned to the job
- Communication of schedule status
- Resolving issues as they come up

Key Drivers for Sales/Account Management:

- Level in expertise in developing solutions
- Responsiveness of account managers to questions and inquiries
- Time it took to provide a quote that met project requirements

A four-day Customer Satisfaction Training is delivered over 12 months to all offices. Below you will see the full training schedule:

Day 1

- Management Engagement
- Module 1: Understanding Expectations
- Module 2: Speak the Language of Excellence in Service

Day 2

- Module 3: Become a Master Communicator
- Module 4: Listening for Service Opportunities
- Module 5: The Power of a Good Question

Day 3

- Module 6: Dealing with Problems, Complaints and Concerns
- Module 7: Dealing with that Difficult Person
- Module 8: Restore and Rebuild Broken Relationships

Day 4

- Module 9: Communicating Under Pressure – How to be Calm and Effective
- Module 10: How to be a Customer Service Superstar
- Module 11: Achieve Customer Loyalty and Advocacy

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These surveys are analyzed, scored, and reviewed monthly. Low scores are immediately handled by Contracting Leaders. Area Service Managers are provided a score and trend quarterly. Low scores are immediately handled by the Service Manager. All employees have metrics in place to measure their role in customer satisfaction as well. District scores are published within the company, breeding a friendly-competition and best practice sharing for continuous improvement.

POST-INSTALLATION SUPPORT

- Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.

Optimizing HVAC System

To help you ensure that the customer's new system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane B*uilding Services provides startup services with comprehensive HVAC Startup Services and HVAC warranty service agreements.*

HVAC Warranty Service Agreements

Trane provides a variety of extended warranties to allow customers another opportunity to manage their ongoing costs of operations. The nature of Trane HVAC equipment, and truly any mechanical equipment, means that it requires service as it operates. While they receive a standard parts warranty as the original purchaser, our extended warranties help them project their costs and protect their business against increases in material and/or labor costs.

Operating and Maintaining Building

Trane offers HVAC unit repair services that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Upgrade and Improve Existing System

Compressor and control renewal options offered by Trane Building Services can help bring older chiller systems up to current standards. You can also upgrade chillers with the latest Trane HVAC upgrades. Add value to buildings by addressing energy management, environmental impact, compliance issues, and building lifetime planning through commercial HVAC contracting services and solutions. For temporary or special occasion cooling needs, Trane Building Services provides temporary chillers and rental options. We can also set up cooling contingency plans as part of an overall emergency preparedness plans for scheduled or emergency outages in buildings.

Building Services Commitment

The service professionals of Trane Building Services are committed to ensuring the equipment functions at its highest level of efficiency. With over a century of experience in the industry, Trane Building Services has a clear understanding of how facility management needs change as business and as technology changes. You can always trust Trane Building Services to deliver on promises and provide the highest level of industry knowledge and service for the government entities' equipment.

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First year parts and labor warranty support is offered by the Trane service group on Centrifugal chillers and water-cooled Rotary Chillers. All other equipment has a one-year parts warranty (unless extended warranties are purchased) and a labor warranty by Trane as part of the standard contract terms with U.S. Communities. Optional extended parts and labor warranties are offered and must be purchased prior to the units being started.

A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). Government entities can buy two different types of warranties thru Trane after the equipment has been shipped:

Option 1: Extended Service Warranty

- Warranty: All parts and labor warranty from Trane factory.
- Requirements: Trane Affiliated Service Company must do a minimum of four inspections.
- Eligible equipment: Trane equ*ipment that is still at least 2 months within standard 12/18 warranty with no major failures. Warranty must be purchased within 6 months of startup but not later than 16 months from shipment*
- Labor (and refrigerant) warranties must be purchased prior to i*nitial unit startup*

Option 2: Extended Service Warranty- Expanded

- Warranty: Parts warranty from Trane factory and Labor warranty from Trane Affiliated
- Service Company (good for the 2nd-5th year or 6th-10th year extended warranties).
- Requirements: Trane Affiliated Service Company must do a minimum of six inspections.
- Eligible equipment: Trane equipment that is either just out of the standard 12/18-month warranty OR will soon be out of an extended warranty (for example 2nd-5th year extended parts warranty). Warranty must be purchased within 6 months of startup but not later than 16 months from shipment
- Labor (and refrigerant) warranties must be purchased prior to initial unit startup
- After we complete the upgrades and construction for a Turnkey Contracting Services project, Trane will deliver the documentation needed to keep the investment working properly. We will provide one preliminary copy of as-built drawings—floor plans showing the actual building layouts—and an advance copy of the Operations & Maintenance (O&M) manual. Once these deliverables are reviewed and approved, Trane will submit two copies of final O&M documents, including:
  - As-built system or installation drawings (or both)
  - Equipment submittals
  - Service and maintenance procedure *manuals*
  - User and technical manu*als*

O&M Summary

Trane eliminates confusion and complexity about who is responsible for maintenance, repair which rest with the customer. As a large global company, we have the leverage to keep costs down for replacement parts—our own and those of other manufacturers. Our integrated approach means that

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Trane engineers and technicians are trained to work with many brands of equipment, and our extensive network ensures that we have resources close to your building.

At the same time, we have local expertise throughout the country – people who understand the climate, economy, utilities and issues your organization faces. They are your most valuable advisors.

Long-Term Operations and Maintenance Support

Upgraded building systems are meant to save money on energy and cost less to maintain for many, many years. Trane stands by customers to help keep systems working at top efficiency, reduce the chances of equipment failure, and give facilities management the expertise to reach new levels of efficiency. Trane offers a variety of ongoing support opportunities, including training in the optimal operation of HVAC systems. Trane can also provide remote systems monitoring and performance reporting.

DEFECTIVE PRODCTS

- Describe the process for replacement or repair of defective products and warranty related issues.

Process Steps For Replacement / Repair Of Defective Products & Warranty Related Issues

1. Determine if the problem is a unit or system problem.
2. If a unit problem, determine level of urgency—nonfunctioning, intermittent, etc.,
3. Parts or parts with labor?
4. Work with local office to schedule repair. We will ship all U.S. Communities projects with 1st year parts and labor warranties.

Parts and Labor Warranty. Parts Warranty – 12/18

- Trane new equipment warranty terms call for the replacement of defective parts discovered within 12 months of initial start-up or 18 months from date of shipment (12/18 terms), whichever is less.
- Extended parts warranties are also available

Trane Standard Warranty – 12/18

- Standard warranty states that our products will be free from defects in material and workmanship and have the capacities and ratings set forth in the submitted literature, provided that no warranty is made against corrosion, erosion, or deterioration.
- Same 12/18 terms as above

Quick Ship Option

Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

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UNIT REPAIR VS. UNIT REPLACEMENT

- Describe how Bidder evaluates and determines unit repair versus unit replacement.

Unit repair versus unit replacement is primarily based in pre-established warranties mutually agreed upon within the contract. One year from date of purchase is standard, additional extended warranties are available for purchase.

The following HVAC extended warranties are available for purchase before the ship date of the applicable equipment to give you added peace of mind:

Types of Extended Warranties

An extended Trane warranty is available for purchase before the ship date of the equipment.

- **Delayed Start-Up**: When start-up of new equipment will be delayed beyond six months after shipment, the delayed start-up warranty will postpone the commencement date of the first-year part warranty.
- **Whole Unit Parts Warranty**: The extended whole unit parts warranty begins at the expiration of the standard warranty. And like the standard warranty, the whole unit parts warranty will replace any covered part that is found to be defective in material or manufacture.
- **Compressor Warranty**: In the event a part in the compressor assembly of a Trane unit or a part in the motor/compressor assembly of a Trane centrifugal chiller covered by this warranty is found to be defective, this warranty will provide for a replacement compressor or part (at the discretion of Trane).
- **Labor Warranty**: When a part covered under warranty is found to be defective, the labor warranty will provide for labor to install the replacement part. Note that 'compressor only' labor warranty covers labor to replace applicable parts on that assembly only. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.
- **Refrigerant Warranty**: The refrigerant warranty will provide for replacement refrigerant to restore a unit to the proper refrigerant charge if a warranted part on the Trane unit is found to be defective.
- **Low Voltage Controls Parts Warranty**: The low voltage controls parts warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). The parts warranty begins at the expiration of the standard warranty and covers the low voltage controls components included in the PPS which are found to be defective in material or manufacture.
- **Low Voltage Controls Labor Warranty**: The low voltage controls labor warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). This warranty covers labor to repair/replace low voltage controls components included in the PPS option only. When a part covered under warranty fails, this warranty will provide labor to repair/replace the covered component. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.

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INVOLVEMENT OF OTHER COMPANIES

- Identify all other companies that may be involved in processing, handling, shipping, products and/or services.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance. Carrier specifics vary by mode, origin/destination points and customer requirements.

DISTRIBUTION FACILITIES

- Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.

Trane has 6 express warehouses, 2 Global parts warehouses, 11 plant sites, 25 retail parts centers, and 205 parts/supply facilities.

ORDER INFORMATION

- Provide order information to include available ordering methods and available payment terms.

Trane offices utilize a myriad of systems with which to conduct and manage the businesses. For commercial equipment, services, installations, energy services, etc., the offices utilize Sales Force for initial data entry and tracking. The information is then transferred into other online systems, depending on the project type.

Equipment projects begin with online selection tools that define unit capacity based on jobsite conditions. These tools also define the electrical requirements, weights, unit sizes and such. Once each unit is selected, the system then transfers these selections to online pricing tools and ultimately, to the manufacturing plants themselves for fabrication. Trane has many manufacturing plants located throughout North America. The type of equipment determines which plant will be used for fabrication as well as the necessary materials required, manufacturing timelines, labor resources, etc. Once the fabrication is complete, all items for a particular project are consolidated for shipment and ultimate delivery to the jobsite.

Service projects begin with an online estimating tool that helps define the necessary labor resources required to fulfil a specific task. Each task is the compiled into a complete job portfolio which then defines the ultimate size and scope of the service project. Service projects can vary in both size and complexity, involving a single or multiple technical resources as well as outside expertise.

Installation projects begin with an online estimating tool that will help define the overall project scope, necessary jobsite resources, materials necessary to fulfill a given scope of work, identified project risks, non-company labor trades required, etc. This tool will also help develop the overall project timeline, Gantt charting, material ordering points, etc.

Service repair parts are managed through an online system that determines product availability, stocking locations, unit pricing, stock replenishment points, etc. Service parts are available from local Trane commercial sales offices as well as several national parts stocking points. These retail outlets work with both the internal and external customers, such as agencies working through a Racine cooperative contract.

Most projects are extended net-30-day status for credit terms. Open terms are established based on the agency's credit worthiness and payment history. Agencies are encouraged to work with their assigned

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Trane account manager if other needs are required. Trane also offers pre-payment discount options should agencies wish to explore those project investment opportunities.

SUPPORT CENTERS

- Provide the number and location of support centers (if applicable).

Trane has 124 Project/Sales offices and 205 parts/supply facilities. Please note: some parts/supply facilities are located at the same address as project sales offices.

Project/Sales Offices			
State	**Function**	**Address**	**City**
Alabama	Birmingham, AL Sales Office	1030 London Drive, Suite 100,	Birmingham
Alabama	Huntsville, AL Sales Office	301 James Record Road, Building 200, Suite 100	Huntsville
Alabama	Mobile, AL Sales Office	124 E I-65 Service Road North	Mobile
Alabama	Montgomery, AL Sales Office	915 Lagoon Business Loop	Montgomery
Alaska	Anchorage, AK Sales Office	12101 Industry Way, Suite C1	Anchorage
Arizona	Phoenix, AZ Sales Office	850 W. Southern Avenue	Tempe
Arizona	Tucson, AZ Sales Office	4520 South Coach Drive	Tucson
Arkansas	Little Rock, AR Sales Office	10303 Colonel Glenn Rd.	Little Rock
Arkansas	Springdale, AR Sales Office	401 Skyler Street	Springdale
California	Fresno, CA Sales Office	3026 North Business Park Avenue, Suite 104	Fresno
California	Los Angeles, CA Sales Office	3253 E. Imperial Highway	Brea
California	Petaluma, CA Sales Office	1343 Redwood Way	Petaluma
California	Sacramento, CA Sales Office	4145 Delmar Avenue	Rocklin
California	San Diego, CA Sales Office	3565 Corporate Ct	San Diego
California/Pacific Coast Trane	Oakland, CA Sales Office	383 4th St. #202	Oakland
California/Pacific Coast Trane	San Francisco, CA Sales Office	310 Soquel Way	Sunnyvale
Colorado	Colorado Springs, CO Sales Office	4840 List Drive	Colorado Springs
Colorado	Denver, CO Sales Office	445 Bryant Street, Unit 5	Denver
Colorado	Fort Collins, CO Sales Office	2416 Donella Court, Unit D	Fort Collins
Colorado	Grand Junction, CO	2387 River Rd, Unit 110	Grand Junction
Connecticut	Hartford, CT Sales Office	716 Brook Street, Suite 130	Rocky Hill
Delaware/Seiberlich Trane	Wilmington, DE Sales Office	66 Southgate Blvd., Southgate Industrial Park	New Castle
Florida	Fort Myers, FL Sales Office	6461 Topaz Court	Fort Myers
Florida	Jacksonville, FL Sales Office	8929 Western Way	Jacksonville
Florida	Miami, FL Sales Office	2884 Corporate Way	Miramar
Florida	Orlando, FL Sales Office	2301 Lucien Way, Suite 430	Maitland
Florida	Pensacola, FL Sales Office	580 E Burgess Rd Suite A-2	Pensacola
Florida	Tallahassee, FL Sales Office	109 Hamilton Park Drive, Suite 1	Tallahassee
Florida	Tampa, FL Sales Office	902 Himes Avenue	Tampa
Florida	West Palm Beach, FL Sales Office	6965 Vista Parkway N, Ste. 11	West Palm Beach

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Georgia	Atlanta, GA Sales Office	4000 Dekalb Technology Parkway, Building 100	Atlanta
Georgia	Augusta, GA Sales Office	804 Trane Road	Augusta
Georgia	Macon, GA	125 Macon West Drive	Macon
Georgia	Savannah, GA Sales Office	3609 Ogeechee Road, Suite A	Savannah
Hawaii	Honolulu, HI Sales Office	2969 Mapunapuna Pl., Ste. 101	Honolulu
Idaho	Boise, ID Sales Office	351 North Mitchell St., Ste. 110	Boise
Illinois	Trane Chicago Sales Office	7100 S. Madison	Willowbrook
Indiana	Fort Wayne, IN Sales Office	6602 Innovation Blvd.	Fort Wayne
Indiana	Indianapolis, IN Sales Office	8100 E 106th Street	Fishers
Indiana	South Bend, IN Sales Office	3725 Cleveland Road, Suite 300	South Bend
Indiana	Evansville, IN Sales Office	1024 East Sycamore Street	Evansville
Iowa	Davenport, IA Sales Office	4801 Grand Ave	Davenport
Iowa	Des Moines, IA Sales Office	2220 NW 108th Street	Clive
Kansas	Kansas City Sales Office	11211 Lakeview Avenue	Lenexa
Kansas	Wichita, KS Sales Office	120 S. Ida Street	Wichita
Kentucky	Lexington, KY Sales Office	2350 Fortune Drive	Lexington
Kentucky	Louisville, KY Sales Office	12700 Plantside Drive	Louisville
Louisiana	Baton Rouge, LA Sales Office	11534 Cloverland Ave	Baton Rouge
Louisiana	New Orleans Sales Office	4013 N. I-10 Service Rd. West	Metairie
Louisiana	Shreveport, LA Sales Office	9225 Premier Ct	Shreveport
Maine	Portland, ME Sales Office	860 Spring Street, Unit #1	Westbrook
Maryland	Hunt Valley, MD Sales Office	10947 Golden West Dr., Ste. 100	Hunt Valley
Maryland/Boland Trane	Washington, D.C. Sales Office	30 West Watkins Mill Road	Gaithersburg
Massachusetts	Boston, MA Sales Office	181 Ballardvale Street, Suite 201	Wilmington
Massachusetts	Springfield, MA Sales Office	90 Carando Drive	Springfield
Michigan	Detroit, MI Sales Office	37001 Industrial Road	Livonia
Michigan	Flint, MI Sales Office	5335 Hill 23 Drive	Flint
Michigan	Lansing, MI Sales Office	3350 Pine Tree Road	Lansing
Michigan	West Michigan Sales Office	5005 Corporate Exchange Boulevard S.E.	Grand Rapids
Minnesota	Twin Cities Sales Office	775 Vandalia Street	St. Paul
Mississippi	Jackson, MS Sales Office	851 Wilson Drive, Suite A	Ridgeland
Missouri	Springfield, MO Sales Office	540 N. Cedarbrook	Springfield
Missouri	St. Louis, MO Sales Office	101 Matrix Commons Drive	Fenton
Montana/Armacost Trane	Billings, MT Sales Office	3311 4th Ave. North, Suite 4	Billings
Montana/Armacost Trane	Great Falls, MT	422 9th Street S. (59405), P.O. Box 2642 (59403)	Great Falls
Nebraska	Omaha, NE Sales Office	11937 Portal Road	La Vista
Nevada	Reno, NV Sales Office	5595 Equity Avenue, Suite 100	Reno
New Hampshire	Manchester, NH Sales Office	15 Constitution Drive, Suite 2K	Bedford

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Project/Sales Offices			
State	**Function**	**Address**	**City**
New Jersey	Trane New Jersey Sales Office	19 Chapin Rd., Bldg. B, Suite 200	Pine Brook
New Mexico	Albuquerque	5501 San Diego Avenue NE	Albuquerque
New York	Albany, NY Sales Office	301 Old Niskayuna Road, Ste. 1	Latham
New York	Buffalo, NY Sales Office	45 Earhart Drive, Suite 103	Buffalo
New York	Long Island, NY Sales Office	245 Newtown Road, Suite 500	Plainview
New York	New York, NY Sales Office	10-27 46th Avenue	Long Island City
New York	Rochester, NY Sales Office	75 Town Centre Drive, Suite 300	Rochester
New York	Syracuse, NY Sales Office	15 Technology Place	East Syracuse
North Carolina	Asheville, NC Sales Office	168 Sweeten Creek Road	Asheville
North Carolina	Charlotte, NC Sales Office	4501 S. Tryon Street	Charlotte
North Carolina	Greensboro, NC Sales Office	2025 16th Street	Greensboro
North Carolina	Raleigh, NC Sales Office	401 Kitty Hawk Drive	Morrisville
North Carolina/ Brady Trane	Wilmington, NC Sales Office	6736-A Netherlands Drive	Wilmington
North Dakota	Fargo, ND Sales Office	3417 7th Ave N, Suite D	Fargo
Ohio	Cincinnati, OH Sales Office	10300 Springfield Pike	Cincinnati
Ohio	Cleveland, OH Sales Office	9555 Rockside Road	Valley View
Ohio	Columbus, OH Sales Office	2300 CityGate Drive, Suite 100	Columbus
Ohio	Toledo, OH Sales Office	1001 Hamilton Drive	Holland
Ohio/Waibel Trane	Dayton, OH Trane Sales Office	7446 Webster Street	Dayton
Oklahoma	Oklahoma City Sales office	305 Hudiburg Circle	Oklahoma City
Oklahoma	Tulsa Sales Office	2201 N Willow Ave	Broken Arrow
Oregon	Portland, OR Sales Office	7257 SW Kable Lane	Portland
Pennsylvania	Allentown, PA Sales Office	5925 Tilghman St #300	Allentown
Pennsylvania	Harrisburg, PA	3909 TecPort Drive	Harrisburg
Pennsylvania	Pittsburgh, PA Sales Office	400 Business Center Drive	Pittsburgh
Pennsylvania	Tozour Energy Systems	3606 Horizon Drive	King of Prussia
Pennsylvania	Wilkes-Barre, PA Office	1185 North Washington Street	Wilkes-Barre
Rhode Island	Providence, RI Sales Office	10 Hemingway Drive	East Providence
South Carolina	Charleston, SC Sales Office	4951 Rivers Avenue	North Charleston
South Carolina	Columbia, SC Sales Office	111 Lott Court	West Columbia
South Carolina	Greenville, SC Sales Office	412 Fairforest Way	Greenville
South Dakota	Sioux Falls, SD	6225 South Pinnacle Pl., Ste. 101	Sioux Falls
Tennessee	Chattanooga, TN Sales Office	6138 Preservation Dr., Ste. 500	Chattanooga
Tennessee	Knoxville, TN Sales Office	5220 S. Middlebrook Pike	Knoxville
Tennessee	Memphis, TN	1775 Pyramid Place, Suite 100	Memphis
Tennessee	Nashville, TN Sales Office	601 Grassmere Park Dr., Ste. 10	Nashville
Tennessee	Kingsport, TN Sales Office	10384 Wallace Alley Street	Kingsport
Texas	El Paso, TX Sales Office	1405 Vanderbilt Drive	El Paso
Texas	Austin, TX Sales Office	9801 Metric Blvd, Suite 400	Austin
Texas	Corpus Christi, TX Sales Office	2828 Wow Road, Unit B	Corpus Christi
Texas	Dallas, TX	1617 Hutton Drive	Carrollton
Texas	Fort Worth, TX Sales Office	4200 Sylvania Ave.	Fort Worth

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Texas	Lubbock, TX Sales Office	8308 Upland Avenue	Lubbock
Texas	San Antonio, TX	9535 Ball Street, Suite 1100	San Antonio
Texas	Weslaco, TX Sales Office	1240 N. Votech Drive	Weslaco
Texas/Hunton Trane	Houston, TX Sales Office	10555 Westpark Drive	Houston
Utah	Salt Lake City, UT	2817 South 1030 West	Salt Lake City
Vermont	Burlington, VT Sales Office	177 Leroy Road	Burlington
Virginia	Richmond, VA Sales Office	10408 Lakeridge Pkwy., Ste. 100	Ashland
Virginia	Roanoke, VA Sales Office	2303 Trane Drive	Roanoke
Virginia/Damuth Trane	Norfolk, VA Sales Office	1100 Cavalier Blvd.	Chesapeake
Washington	Seattle, WA Sales Office	2333 158th Court NE	Bellevue
Washington	Spokane, WA Sales Office	11002 E Montgomery Drive, Suite #500	Spokane Valley
Wisconsin	Appleton, WI Sales Office	2500 N Lynndale Dr, Suite H	Appleton
Wisconsin	Madison, WI Sales Office	5302 Voges Road	Madison
Wisconsin	Milwaukee, WI Sales Office	234 W. Florida St, 6th Floor	Milwaukee

Parts/Supply Locations			
State	**Function**	**Address**	**City**
Alabama	Trane Supply	1030 London Drive	Birmingham
Alabama	Trane Supply	301 James Record Road	Huntsville
Alabama	Trane Supply	124 E I-65 Service Road North	Mobile
Alabama	Trane Supply	915 Lagoon Business Loop	Montgomery
Alaska	Trane Supply	12101 Industry Way	Anchorage
Arizona	Trane Supply	220 E Germann Rd	Gilbert
Arizona	Trane Supply	720 East Auto Center Dr	Mesa
Arizona	Trane Supply	21415 N 15th Lane	Phoenix
Arizona	Trane Supply	437 W. Fairmont Dr	Tempe
Arizona	Trane Supply	10115 W Van Buren	Tolleson
Arizona	Trane Supply	2165 N Forbes Blvd. Suite 107	Tucson
Arkansas	Trane Supply	19 Colonel Glenn Plaza Rd.	Little Rock
Arkansas	Trane Supply	401 Skyler Street	Springdale
California	Trane Supply	21720 Wilmington Ave	Carson
California	Trane Supply	20450 East Walnut Dr North	Diamond Bar
California	Trane Supply	3026 North Business Park Ave.	Fresno
California	Trane Supply	3631 San Fernando Rd	Glendale
California	Trane Supply	4380 Warehouse Court	North Highlands
California	Trane Supply	2222 Kansas Ave	Riverside
California	Trane Supply	4145 Delmar Avenue	Rocklin
California	Trane Supply	3565 Corporate Ct	San Diego
California	Trane Supply	15551 Redhill Ave	Tustin
California	Pacific Coast Trane	890 Service St. Unit A	San Jose
Colorado	Trane Supply	4840 List Drive	Colorado Springs

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Colorado	Trane Supply	445 Bryant Street	Denver
Colorado	Trane Supply	67 Inverness Dr East	Englewood
Colorado	Trane Supply	2416 Donella Court	Fort Collins
Colorado	Trane Supply	2387 River Rd	Grand Junction
Connecticut	Trane Supply	485 Ledyard St.	Hartford
Connecticut	Trane Supply	178 Wallace St.	New Haven
Connecticut	Trane Supply	47 Harbor View Ave.	Stamford
Delaware	Seiberlich Trane HVAC Parts & Supplies	66 Southgate Blvd.	New Castle
Florida	Trane Supply	12385 Automobile Blvd.	Clearwater
Florida	Trane Supply	970 N. Clyde Morris Blvd.	Daytona Beach
Florida	Trane Supply	2660 NW 89 Court	Doral
Florida	Trane Supply	6461 Topaz Court	Fort Myers
Florida	Trane Supply	16520 Scheer Blvd.	Hudson
Florida	Trane Supply	8929 Western Way	Jacksonville
Florida	Trane Supply	10592 Balmoral Circle E	Jacksonville
Florida	Trane Supply	12750 SW 125th Ave.	Miami
Florida	Trane Supply	11600 Miramar Parkway	Miramar
Florida	Trane Supply	544 Commercial Boulevard	Naples
Florida	Trane Supply	3401 Wd Judge Dr. Ste 110	Orlando
Florida	Trane Supply	9424 Southridge Park Court	Orlando
Florida	Trane Supply	580 E Burgess Rd.	Pensacola
Florida	Trane Supply	2103 SW 3 St.	Pompano Beach
Florida	Trane Supply	400 NW Enterprise Dr.	Port St. Lucie
Florida	Trane Supply	2224 72nd Terrace East	Sarasota
Florida	Trane Supply	109 Hamilton Park Drive	Tallahassee
Florida	Trane Supply	4720 East Adamo Drive	Tampa
Florida	Trane Supply	6965 Vista Parkway North	West Palm Beach
Georgia	Trane Supply	5980 Peachtree Rd.	Atlanta
Georgia	Trane Supply	804 Trane Road	Augusta
Georgia	Trane Supply	3547 Gentian Blvd	Columbus
Georgia	Trane Supply	2625 Pinemeadow Court	Duluth
Georgia	Trane Supply	5021 Old Dixie Hwy	Forest Park
Georgia	Trane Supply	2140 Barrett Park Drive	Kennesaw
Georgia	Trane Supply	125 Macon West Drive	Macon
Georgia	Trane Supply	3061 Kingston Ct. SE	Marietta
Georgia	Trane Supply	1175 Northmeadow Parkway	Roswell
Georgia	Trane Supply	3609 Ogeechee Road	Savannah
Hawaii	Trane Supply	2969 Mapunapuna Place	Honolulu
Idaho	Trane Supply	351 North Mitchell Street	Boise
Illinois	Trane Supply	2601 Beverly Dr.	Aurora
Illinois	Trane Supply	1322 Barclay Blvd.	Buffalo Grove
Illinois	Trane Supply	301 E Mercury Drive	Champaign
Illinois	Trane Supply	920 W. Pershing Rd.	Chicago

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Illinois	Trane Supply	1605 Eastport Plaza Dr	Collinsville
Illinois	Trane Supply	2410 Vantage Dr.	Elgin
Illinois	Trane Supply -	7950 West 185th St.	Tinley Park
Illinois	Trane Supply	7100 S. Madison St.	Willowbrook
Indiana	Trane Supply	1458 S. Liberty Dr.	Bloomington
Indiana	Trane Supply	14289 W Commerce Road	Daleville
Indiana	Trane Supply	6602 Innovation Blvd	Fort Wayne
Indiana	Trane Supply	5355 N Post Rd.	Indianapolis
Indiana	Trane Supply	2363 Perry Rd.	Plainfield
Indiana	Trane Supply	3725 Cleveland Rd	South Bend
Indiana	Trane Supply	1024 East Sycamore Street	Evansville
Iowa	Trane Supply	2165 NW 108th Street	Clive
Iowa	Trane Supply	4801 Grand Ave	Davenport
Kansas	Trane Supply	9972 Lakeview Ave	Lenexa
Kansas	Trane Supply	130 S. Ida Street	Wichita
Kansas	Trane Supply	2700 Bi State Dr.	Kansas City
Kansas	Trane Supply	2724 NE Independence Ave	Lee's Summit
Kentucky	Trane Supply	141 Center Street	Bowling Green
Kentucky	Trane Supply	1360 Donaldson Hwy	Erlanger
Kentucky	Trane Supply	2350 Fortune Drive	Lexington
Kentucky	Trane Supply	12850 Plantside Drive	Louisville
Kentucky	Trane Supply	1000 E. Market Street	Louisville
Louisiana	Trane Supply	6316 Fieldstone Drive	Baton Rouge
Louisiana	Trane Supply	530 Elmwood Park Blvd.	Harahan
Louisiana	Trane Supply	5400 Pepsi St. Suite H	Harahan
Louisiana	Trane Supply	9225 Premier Ct	Shreveport
Maine	Trane Supply	860 Spring Street	Westbrook
Maryland	Trane Supply	899 Airport Park Rd.	Glen Burnie
Maryland	Trane Supply	2208 Greenspring Dr.	Timonium
Maryland	Boland HVAC Parts & Supplies	30 W. Watkins Mill Road	Gaithersburg
Massachusetts	Trane Supply	100 Messina Dr.	Braintree
Massachusetts	Trane Supply	5A Polito Dr.	Shrewsbury
Massachusetts	Trane Supply	90 Carando Drive	Springfield
Massachusetts	Trane Supply	96 Commerce Way	Woburn
Massachusetts	Trane Supply	1050 Holt Ave.	Manchester
Michigan	Trane Supply	1947 S Industrial Highway	Ann Arbor
Michigan	Trane Supply	2410 Austins Parkway	Flint
Michigan	Trane Supply	1200 Monroe Ave NW	Grand Rapids
Michigan	Trane Supply	3350 Pinetree Road	Lansing
Michigan	Trane Supply	33725 Schoolcraft Rd.	Livonia
Michigan	Trane Supply	251 Executive Dr.	Troy
Minnesota	Trane Supply	7860 12th Ave South	Bloomington
Minnesota	Trane Supply	800 Berkshire Lane	Plymouth
Minnesota	Trane Supply	720 Vandalia Street	St. Paul

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Mississippi	Trane Supply	851 Wilson Drive	Ridgeland
Missouri	Trane Supply	3663 Corporate Trail Dr.	Earth City
Missouri	Trane Supply	101 Matrix Commons Drive	Fenton
Missouri	Trane Supply	2101 West Sunset St.	Springfield
Montana	Armacost Trane Supply	3311 4th Ave. North	Billings
Montana	Armacost Trane Supply	422 9th Street South	Great Falls
Nebraska	Trane Supply	4408 S 108th St	Omaha
Nevada	Trane Supply	4375 South Valley View Boulevard, Suite D	Las Vegas
New Hampshire	Trane Supply	1050 Holt Ave. Unit 11	Manchester
New Jersey	Trane Supply	26 Chapin Road	Pine Brook
New Jersey	Trane Supply	3005 Hadley Rd.	South Plainfield
New Jersey	Trane Supply	800 Huyler St.	Teterboro
New Mexico	Trane Supply	5501 San Diego Avenue NE	Albuquerque
New York	Trane Supply	51 Railroad Ave.	Albany
New York	Trane Supply	115 49th St.	Brooklyn
New York	Trane Supply	2916 Walden Ave, Suite 250	Depew
New York	Trane Supply	6211 E. Molloy Rd.	East Syracuse
New York	Trane Supply	12 Skyline Dr.	Hawthorne
New York	Trane Supply	40-01 Crescent St.	Long Island City
New York	Trane Supply	245 Newtown Road	Plainview
New York	Trane Supply	1046 University Ave.	Rochester
North Carolina	Trane Supply	168 Sweeten Creek Road	Asheville
North Carolina	Trane Supply	4501 S. Tryon Street	Charlotte
North Carolina	Trane Supply	8810-B Airpark West Dr.	Charlotte
North Carolina	Trane Supply	1265 19th St Ln NW	Hickory
North Carolina	Trane Supply	12857 Independence Blvd.	Matthews
North Carolina	Brady Parts Center	6736-A Netherlands Drive	Wilmington
North Carolina	Brady Parts Center	8408 Triad Drive	Greensboro
North Carolina	Brady Parts Center	4306 Bennett Memorial Rd.	Durham
North Carolina	Brady Parts Center	4437 Beryl Road	Raleigh
North Dakota	Trane Supply	3417 7th Ave N	Fargo
Ohio	Trane Supply	10300 Springfield Pike	Cincinnati
Ohio	Trane Supply	2300 City Gate Drive	Columbus
Ohio	Trane Supply	2188 North Wilson Rd	Columbus
Ohio	Trane Supply	7446 Webster St.	Dayton
Ohio	Trane Supply	1001 Hamilton Drive	Holland
Ohio	Trane Supply	6050 Towpath Dr	Valley View
Oklahoma	Trane Supply	2205-A N Willow Ave	Broken Arrow
Oklahoma	Trane Supply	3450 S. MacArthur Blvd.	Oklahoma City
Oregon	Trane Supply	7244 SW Durham Road, Ste. 100	Portland
Pennsylvania	Tozour Trane Parts Center	2 Executive Dr.	Moorestown
Pennsylvania	Trane Supply	5925 Tilghman St.	Allentown

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Pennsylvania	Trane Supply	102 Four Coins Dr. Ext.	Canonsburg
Pennsylvania	Trane Supply	122 Equity Dr.	Greensburg
Pennsylvania	Trane Supply	491 Blue Eagle Ave.	Harrisburg
Pennsylvania	Tozour Trane HVAC Parts & Supply	480 Drew Court	King of Prussia
Pennsylvania	Trane Supply	3042 New Beaver Ave.	Pittsburgh
Pennsylvania	Trane Supply	1185 North Washington Street	Wilkes-Barre
Rhode Island	Trane Supply	333 Niantic Ave Unit B	Providence
South Carolina	Trane Supply	412 Fairforest Way	Greenville
South Carolina	Trane Supply	4951 Rivers Avenue	North Charleston
South Carolina	Trane Supply	130 Monroe Dr.	Simpsonville
South Carolina	Trane Supply	2180 Chesnee Highway	Spartanburg
South Carolina	Trane Supply	1510 Key Road	West Columbia
South Dakota	Trane Supply	609 North Kiwanis Ave.	Sioux Falls
Tennessee	Trane Supply	4157 South Creek Rd.	Chattanooga
Tennessee	Trane Supply	1609 Amherst Rd.	Knoxville
Tennessee	Trane Supply	355 Mason Road	La Vergne
Tennessee	Trane Supply	6972 Appling Farms	Memphis
Tennessee	Trane Supply	4140 Getwell Rd.	Memphis
Tennessee	Trane Supply	601 Grassmere Park Drive	Nashville
Tennessee	Trane Supply	10390 Wallace Alley Street	Kingsport
Texas	Trane Supply	26 Walter Jones Blvd., Suite E	El Paso
Texas	Trane Supply	4905 New York Ave.	Arlington
Texas	Trane Supply	9801 Metric Blvd.	Austin
Texas	Trane Supply	2209A Rutland Dr.	Austin
Texas	Trane Supply	4401 Freidrich Lane	Austin
Texas	Trane Supply	1617 Hutton Drive	Dallas
Texas	Trane Supply	503 W. Owassa Rd.	Edinburg
Texas	Trane Supply	4200 N. Sylvania Ave.	Fort Worth
Texas	Trane Supply	10665 Sanden Dr. Suite 180	Garland
Texas	Trane Supply	8308 Upland Avenue	Lubbock
Texas	Trane Supply	115 Industrial Blvd.	McKinney
Texas	Trane Supply	5590 South Buckner Blvd. #100	Mesquite
Texas	Trane Supply	2469 Freedom Dr.	San Antonio
Texas	Trane Supply	4940 Eisenhauer Rd.	San Antonio
Texas	Hunton Distribution	16335 Central Green Blvd.	Houston
Texas	Hunton Distribution	10560 Bissonnet Street Suite 100	Houston
Utah	Trane Supply	2817 South 1030 West	Salt Lake City
Virginia	Trane Supply	10404 Lakeridge Parkway	Ashland
Virginia	Trane Supply	1215 E. Market St.	Charlottesville
Virginia	Trane Supply	11205 New Albany Dr.	Fredericksburg
Virginia	Trane Supply	115 Bradley Dr.	Lynchburg
Virginia	Trane Supply	14000 Justice Rd.	Midlothian
Virginia	Trane Supply	2301 Trane Drive	Roanoke

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Virginia	Damuth Trane	1104 Cavalier Blvd.	Chesapeake
Virginia	Damuth Trane	230 Clearfield Ave Ste 126	Virginia Beach
Virginia	Damuth Trane	507 Muller Ln.	Newport News
Washington	Trane Supply	19201 120th Ave NE	Bothell
Washington	Trane Supply	7302 26th St. E	Fife
Washington	Trane Supply	601 S. Alaska St.	Seattle
Wisconsin	Trane Supply	2500 N Lynndale Dr.	Appleton
Wisconsin	Trane Supply	4801 Voges Rd.	Madison
Wisconsin	Trane Supply	4512 W. Burnham	Milwaukee

CUSTOMER SERVICE

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.

Each office has its own 24/7/365 Emergency call number. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. Our goal is to respond to all emergency calls within 4 hours or less.

ORDERING PROCESS

- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

We prefer a single purchase order but will accept multiple purchase orders.

The process for receiving a PO is based upon a request (equipment, contracting, service) by a customer, an account manager will research the desired outcome from a systems perspective, suggest a solution and possible alternatives, and include a pricing scenario within a Trane proposal. Should the customer accept and sign the proposal, the order is entered and submitted to Financial Services for credit approval.

Alternatively, if the customer submits its contract/PO, utilizing pricing information provided by an account manager, an order is entered, any attached terms and conditions are reviewed by the Contract Management Department, and submitted to Financial Services for credit approval.

ORDER MANAGEMENT

- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.

Trane uses an Oracle-based platform for all phases of ordering, processing, delivery, and billing.

REPORTING

- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Trane can provide account procurement history including project type, dollars spent, purchase frequency and payment type. Trane does not have the ability of providing a "green spend" report format unless the project is identified as LEED during the purchase or construction phase.

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E. Bid Form Criteria

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format.

Trane response includes a product list price discount schedule identified by unit product code. Each product either manufactured or represented by Trane is identified by a unique product code and associated list price discount. Trane does not publish a "list price book" for Commercial HVAC products since product list price is project specific and is determined by unit type, size, electrical requirements, options, and warranty options. Trane's response also includes hourly labor rates, by trade type and geographic location. In addition:

- Trane will be responsible for compliance with any federal, state, or local prevailing wage laws.
- Trane's discount schedule will remain fixed for the duration of the contract, except for product obsoletion or new product introduction. Trane will request the addition of new products and services to the lead agency through a formal request, as opportunities present themselves.

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Appendix 1

Addendum 1, Addendum Acknowledgement

Racine County
WISCONSIN

Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
   Attachment D – National Cooperative Contract states "The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid." Page 12 states: "The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response." Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
   - Exhibit B – Administration Agreement, Example
   - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
   - Exhibit D – Principal Procurement Agency Certificate, Example
   - Exhibit E – Contract Sales Reporting Template
   - Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
   Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

   Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
   Please confirm if "G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County" should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

   Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
   Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

   Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

<u>Modification</u>

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: **Trane U.S. Inc.**

Signature: _____

Date: **July 8, 2022**

Appendix 2

Exhibit A, Response for National Cooperative Contract

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each

state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Vendor teams
D. Regular business reviews to monitor program success
E. General contract administration

~~Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).~~

Trane has demonstrated its ability to deliver significant growth with a 2% administration fee and feels an increase will result in loss of business to other, lowered fee cooperative contracts.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a

national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. 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 the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating

Public Agencies;

B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Vendor to include experience providing similar products and services.

Trane U.S. Inc. (Trane), a wholly owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™—the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which

influenced building, system, and product design. In addition, control system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in 1999. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes $641 million in DOE ESPC projects. In 2004, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped $7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to customer and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities. In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.

Trane's History with Cooperative Contracting

Trane has been participating in regional and national public sector cooperative purchasing contracts since 1998. Originally managed through the Hunton Trane office, the first contract was awarded from TCPN (Texas Cooperative Purchasing Network) and ESC Region 4 and lasted until 2002. At that time, Trane U.S. was awarded a second contract from TCPN and ESC Region 4. These contracts were awarded based on best value and included all the products and services available from the Company at that time. Beginning in 2005, Trane was awarded our third contract from TCPN (Contract R4668) and was in effect thru 2010. Beginning in 2010, Trane was awarded our fourth contract from TCPN (R5045) which ran a total of 7 years in duration. Finally, in 2015, Trane was given another contract under TCPN (R150502) which lasted until 2019. For over 20 years, Trane was a vendor in good standing with TCPN and provided exceptional value and services to agencies piggybacking onto the contracts.

In 2015, Trane also began a relations with Harford County Public Schools and U.S. Communities with the award of 15-JLP-023. This contract ran in parallel with the TCPN award but was deemed the primary contract for use in North America. This contract was applicable in all 50 states and pertained to both the Company owned and independent commercial franchise offices. This

contract was fully executed thru it's 7-year potential plus an additional 6 months. In this time, Trane has seen exceptional year over year growth, delivering value to agencies utilizing the contract.

Trane was also awarded and Energy Services Contract from the Port of Portland and U.S. Communities. This contract, #1153, was initially awarded in 2017 and will run through 2023. At that time, the Port of Portland has the option to extend this contract for an additional five-years. Under this contract, agencies have the ability to secure Energy Services or Performance Contracting from Trane, improving their facility operational costs and savings.

Trane has demonstrated our ability to perform in the public sector markets using public procurement contracts similar to this RFP. We are anxious to help agencies achieve the same results utilizing the contract under Racine County.

B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies. See table below.

C. Number and location of support centers (if applicable) and location of corporate office.
Trane's Corporate Office is located at 800-E Beaty Street, Davidson, NC 28036. See table below for support center numbers/locations.

Trane Region/ Franchise	Salespersons	Project Managers	Number of Support Centers	
			Project/Sales Offices	Trane Supply Stores
Florida Region	106	38	8	19
Great Lakes Region	119	43	11	18
Greater Northeast Region	185	51	14	22
Kentucky/Indiana Region	29	23	3	6
Mid-America Region	117	51	11	14
Mid-Atlantic Region	92	30	6	10
Pacific NW/Rocky Mtn Region	86	31	10	12
Pacific SW/AZ/HI	116	43	11	18
Southeast Region	179	55	15	24
Southern Atlantic Region	113	53	10	17
Texas/N LA Region	120	40	8	14
Upper Midwest Region	91	27	7	16
Armacost Trane Franchise, MT	4	1	2	2
Boland Trane Franchise, MD	50	13	2	2
Brady Trane Franchise, NC	41	12	3	6

Damuth Trane Franchise, VA	24	15	1	3
Hunton Trane Franchise, Houston, TX	87		4	1
Pacific Coast Trane Franchise, CA	28	4	2	1
Seiberlich Trane Franchise, DE	11	10	3	1

D. Annual sales for the three previous fiscal years.

2019: $4.414B

2020: $4.408B

2021: $4.722B

a. Submit FEIN and Dunn & Bradstreet report.

Trane U.S. Inc. FEIN number is 25-0900465. A Dunn & Bradstreet report is provided as Attachment A.

E. Describe any green or environmental initiatives or policies. Trane's Gigaton challenge, LEED buildings, etc.

The Gigaton Challenge is Trane's commitment to eliminate one billion metric tons of CO2e from our customers' footprint by 2030. We lead by example and are committed to carbon-neutral operations and zero waste to landfills by 2030 and pledging to give back more water than used in water-stressed areas. Trane achieved our first set of science-based targets in 2018—two years early—and set bold new commitments for 2030. Our emissions reduction commitments align with the Paris Climate Accord net-zero targets consistent with limiting global temperature rise to no more than 1.5°C.

Energy Star Certification Trane's team includes a wide range of support services that help our customers project energy savings and sustainability successes. Our customers have access to Trane's internal resources for marketing, website development, living learning labs, energy accreditation programs, and grant or report preparation.

- **Marketing & Promotion of Energy Programs**: Trane has dedicated Public Relations resources to support our customer projects with press releases, media outreach, awards, and speaking engagements.
- **Application for an ENERGY STAR Label & LEED Certification**: Trane is actively involved with the Energy Star initiative and has helped customers achieve Energy Star status for their facilities. Trane also supports LEED initiatives and employs over 1,100 LEED Accredited Professionals companywide.
- **Calculation & Reporting of Emissions Reductions**: TRACE™ ® 700

software provides energy modeling of facilities, including an Environmental Impact Analysis designating CO2, SO2, and NOX impact on the environment. Active monitoring through TIS offerings will allow Trane to identify potential operational adjustments or new energy savings opportunities.

Trane's LEED Certified Facilities

Trane has been involved in hundreds of projects to help clients with LEED certification. Our corporate sustainability commitment has led us to LEED certification standards at several of our sites around the world.

- Trane San Antonio District Office, San Antonio, TX – LEED CI 2.0 (Silver)
- Trane Taicang Facility Building, Taicang, China – LEED NC 2.2 (Certified)
- Trane Taicang Office Building, Taicang, China – LEED NC 2.2 (Gold)
- Tozour Trane, King of Prussia, PA – LEED CI v2009 (Certified)
- Trane Arkansas Sales Suite, Little Rock, AR – LEED CI 2.0 (Certified)
- Trane 45 Earhart Drive, Buffalo, NY – LEED EB O&M (Certified)
- Trane St. Paul, St. Paul, MN – LEED EB O&M (Gold)

F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diversity is a business imperative at Trane and ingrained in our core values. Trane's corporate-level Supplier Diversity Program includes qualified diverse-owned businesses includes both large and small minority, woman, veteran, disabled, gay, lesbian, bisexual, and transgender owned businesses. At the local level, Trane has implemented a New England United (NEU) Diversity and Inclusion (D&I) network for Trane employees to participate in and help drive change in and outside of the company. All team members proposed for this project participate in these programs. Trane's M/WBE outreach efforts include:

- Contacting M/WBE small business trade associations/business development organizations and using the Small Business Administration's (SBA) website to identify potential partners
- Attending local, regional, and national small and minority business trade shows, Industry Days, and procurement conferences.
- Requesting sources from the System for Award Management (www.sam.gov) Dynamic Small Business Search.
- Documenting flow-down requirements to all subcontractors for small businesses utilization to maximize participation when practical
- Pledged commitment to inclusive sourcing through WEConnect International

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Trane will work directly with public agencies, as required, to determine the diversity spend required for each purchase. Once established, Trane will partner with agency approved local sub-contractors and ensure diversity requirements are met. Trane will report diversity spend as required. At the project level, Trane does the following to promote Small Business Participation:

- Trane will break out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation.
- Trane will conduct market research to identify subcontractors and suppliers through all reasonable means, such as performing online searches on the certified lists and holding pre-bid conferences.
- Trane will provide interested businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
- Trane will direct businesses that need additional assistance to various state and county programs which assists in obtaining bonding, lines of credit, required insurance, necessary equipment, supplies, materials, or

services.

- Trane will solicit small business concerns as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
- Trane will utilize the available services of small business associations; local, state, and federal small business assistance offices, and other organizations to encourage small business entities to certify and register with the state and local governments.
- Trane will participate in the formal mentor-protégé program with one or more small business protégés that results in developmental assistance to the protégé(s).
- Trane will advertise subcontracting opportunities in local newspapers.
- Trane will advertise subcontracting opportunities by sending emails to small business concerns local to that particular jobsite.
- Trane will keep the playing field level, allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.

I. Describe how Vendor differentiates itself from its competitors.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the Harford County Public Schools and U.S. Communities Contract (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, Trane secured the Port of Portland and U.S. Communities Contract. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services and has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Trane has booked

$1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.

Trane has a global network of offices and service/parts locations to deliver services. This offers the following advantages:

- Robust supply chain to sustain operations and rapidly restore service during emergencies
- 2,750 community-based, factory-trained service technicians provide local operational oversight, O&M, service-repair, and installation support
- Established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses
- Reduced travel and lodging costs to save agencies and taxpayers money

As one of the world's largest manufacturers/integrators of energy efficient HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS), Trane has the technical expertise to optimize energy efficiency, peak demand, and renewable power generation in public facilities. We build, test, certify, implement, and service best-in-class equipment with optimized full and part-load efficiency.

Trane is also a vendor neutral company, and we manage, install, commission, and service other manufacturer's systems. Trane provides BAS/EMCS system integration through both open (i.e. BACnet, LON, Modbus) and proprietary control protocols. We leverage our controls expertise to connect the resilient systems that modern sites rely on.

Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts for the Federal Government. Through these efforts, we have developed repeatable, best practice processes. In addition, Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings[1]

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

Trane U.S. Inc. is a multi-billion-dollar company and enters hundreds of transactions on an annual basis and, as such, become involved in claims and disputes that arise in the ordinary course of its businesses. As a large company, claims and suits are numerous as many claimants are hoping to tap the deep pockets of a large company. Many of these are unwarranted claims which often result in dismissal. Company-wide compiled data of this scope is not readily

[1] Data extrapolated from: Slattery, T. (2017). Reported Energy and Cost Savings from the Federal DOE ESPC Program: FY 2015 (ORNL/TM -2017/18).

available, and this information cannot be accurately ascertained without extensive and burdensome research. It is the policy of our company to settle claims and disputes amicably and to the satisfaction of our customers. Due to the large volume and because information related to settlements are confidential, we are unable to disclose detailed information on all litigation and claim matters. However, no such dispute or litigation is likely or expected to adversely affect Trane U.S. Inc.'s ability to perform hereunder. Trane has not been involved in a bankruptcy. Trane U.S. Inc. was recently re-formed due to reorganization under Trane Technologies, a $14B company. Although originally established in 1929, our new date of incorporation is May 1, 2020, in Delaware.

K. Felony Conviction Notice: Indicate if the Vendor

~~a. is a publicly held corporation and this reporting requirement is not applicable;~~

b. is not owned or operated by anyone who has been convicted of a felony; or

~~c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.~~

L. Describe any debarment or suspension actions taken against Vendor
Not applicable

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

See the "Product Information Matrix" for the full line of products and services offered by Trane.

B. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Trane's regional sales representatives are located in our 124 Project/Sales offices across the country. Trane has pricing forms that are used for OMNIA projects and support the Master Agreement. We will provide pricing validation forms to verify pricing upon request.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance.

Carrier specifics vary by mode, origin/destination points, and customer requirements.

D. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

Trane services products from our 124 sales/project offices and distributes through our 205 parts/supply locations, 6 express warehouses, and 11 manufacturing plant sites.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

The Trane offices have been associated with a national cooperative since it's inception and are intimately involved with a contract that encompasses HVAC equipment and services. Trane has a Cooperative Contracting Team dedicated to Sales and Marketing. This team drives marketing and sales messaging throughout North America and Canada and educates our sales teams with cooperative purchasing positioning. Our detailed plan for the first 90 days includes:

- Announcement in our quarterly Omnia newsletter, which is distributed to over 750 Trane employees and affiliates.
- Announcement on the Trane Commercial internal portal
- We will add information to the Trane Technologies Omnia Hub page where we place important documentation such as due diligence items, pricing, Power Points, contract award letters, newsletters and any pertinent information relevant to the topic.
- Our Omnia program managers will meet with individual sales offices, helping them to understand cooperative markets, targeted sales strategies and presenting the Trane story to the marketplace.
- Conduct regional workshops designed to promote the cooperative contracts, legal statutes, product and services pricing methodology, marketing tools and other topics designed to promote the contract(s). All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Trane and the customer, pricing,

and will ensure our sales teams are educated on how to drive sales in compliance with OMNIA Partners rules.

- One-on-one office visits

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Bid;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online

registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Trane will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Trane's 90 plan to market the Master Agreement to participating public agencies will include:

- An email to over 80,000 direct customer contacts that receive Trane E-mail communications
- A co-branded press release within first 30 days-this would be both internal to Trane and sent to national publications and targeted industry publications
- Announcement of award through all applicable social media sites; these include Trane's Facebook presence, Trane Twitter presence and Trane's LinkedIn presence
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated Omnia internet web-based homepage with:
    - Omnia Logo
    - Link to Omnia website
    - Summary of contract and services offered
    - Due Diligence Documents including a copy of solicitation, copy of contract and any amendments, marketing materials

Co-developing a case study and pursue article placements with key publications

C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Trane uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Trane intends to position OMNIA Partners as a top tier cooperative partner.

D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and

agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Trane will provide its logo to OMNIA Partners and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners logo requires permission for reproduction.

E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

   ii. Best government pricing

   iii. No cost to participate

   iv. Non-exclusive

   As stated in our marketing plan, Trane can confirm these requirements will be met.

F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement

   ii. Working knowledge of the solicitation process

   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

   iv. Knowledge of benefits of the use of cooperative contracts

   As stated in our marketing plan, Trane can confirm these requirements will be met.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   ii. Marketing:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   iii. Sales:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

iv. Sales Support:
Chris Teller, cteller@trane.com, 917-440-2808
Jeremy Lee, Jeremy.lee@trane.com, 913-599-4664
Tina Bossen, tina.bossen@trane.com, 480-490-4502

v. Financial Reporting:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vi. Accounts Payable:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vii. Contracts:
Greg Spencer, gsspencer@trane.com, 469-442-6055

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team. Trane has a dedicated Strategic Programs team that drives the use of cooperatives for sales. Leading the group is Aaron Tanck, Director of Strategic Programs. Aaron oversees Greg Spencer, our Cooperative Program Manager. Aaron reports to Amber Mulligan, Vice President, Strategic Sales, who is the highest-level executive in charge of sales for Cooperative contracts. Amber.Mulligan@tranetechnologies, 910-233 -3594.

I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program. Trane's Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.

I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.contract administration, etc.

Our OMNIA Partners marketing plan includes a coordinated effort between Trane and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, marketing materials, and tradeshows. All marketing materials will be available in hard copy and electronic format. Our Strategic

Program Leader, Greg Spencer, will continue to oversee the program, driving growth throughout the term of the Master Agreement.

J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trane's Public Agency sales under the OMNIA agreement for 2021 was $368.4M. Our top three Public Agency customers/total bookings for 2021 are as follows:

Customer Name	Total Bookings for 2021	Key Contact
Roanoke City Public Schools	$20,601,056.80	Jeff Shawver – Chief of Physical Plants Phone: 540-853-6306
Berwick Area School District	$20,300,560.00	Brent Crispell – Director of Building and Grounds
Hall County Board of Commissioners	$9,696,634.20	Phone: 570-759-6400
Suffolk Public Schools	$7,052,958.50	Brett Jockell – Superintendent and Director

K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Trane account managers use Trane Select Assist (previously known as TOPSS) to quote and provide technical information for equipment sales. Additionally, our greater sales organization uses multiple Oracle based internal programs to facilitate contracting, equipment (both OEM Trane and buysell), service, controls, and parts orders. Trane maintains a customer focused approach with Salesforce.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor ~~will guarantee~~ projects each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Trane projects, but does not guarantee, OMNIA contract sales during the first three years to be:

$50M in year one (2022)

$200M in year two (2023)
$300M in year three (2024)

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Current supply chain environments will have an impact on these projections in addition to inflationary pressures, funding mechanisms, etc.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Trane, Inc. U.S. continues to offer competitive pricing to the public sector per the cooperative contract guidelines. Currently, these pertain to the Harford County Public Schools Contract 15-JLP-023 and the Port of Portland contract # 1153. Trane has established a strict process to assure agencies receive the correct pricing for the specific contract. This begins with assigning a specific cooperative quote number that identifies the agency as well as project being addressed. The process then dictates that the pricing follow strict contract guidelines including list price discounts for equipment, set hourly rates by trade for labor solutions and fixed mark-up guidelines for non-Trane materials being furnished to meet the project's scope. A combination of these assure that the agency is being provided the correct price for the specified scope of work.

Exhibit A

Dun and Bradstreet Report

D&B Finance Analytics

Printed By: Kevin Celestine

Date Printed: 06/29/2022

LIVE REPORT

TRANE U.S. INC.

Tradestyle(s): (SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ) 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 00-134-4621
Phone: +1 704 655 4000

Address: 800-e Beaty St, Davidson, NC, 28036, United States Of America
Web: www.trane.com
Endorsement: Kevin.Celestine@tranetechnologies.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	71	14 days beyond terms
Delinquency Score	60	Moderate Risk of severe payment delinquency.
Failure Score	2	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

COMPANY PROFILE

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
Piscataway, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

Employees
6,500

Age (Year Started)
93 Years (1929)

Named Principal
Dave Regnery, CEO

Line of Business
Mfg refrigeration/heating equipment

SIC
35850101

NAICS
333415



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	**Some-Financial-Stress-Concerns**
Based on the predicted risk of business discontinuation:	**Moderately-Higher-Than-Average-Risk-Of-Financial-Stress**
Based on the predicted risk of severely delinquent payments:	**Moderate Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months

2.29 %



Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months

4.75 %



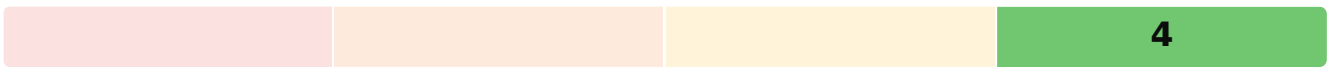
Past 12 Months

Low Risk

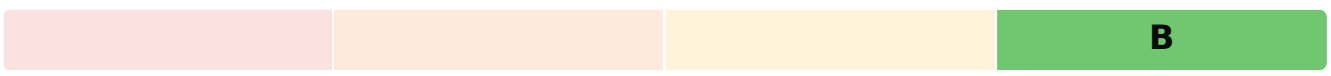
High Risk

VIABILITY RATING SUMMARY

Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	**Unavailable**

Trade Payments	
Company Size	
Years in Business	-

D&B PAYDEX®



14 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS



19 days beyond terms

PAYDEX® TREND CHART

This Company Industry Benchmark

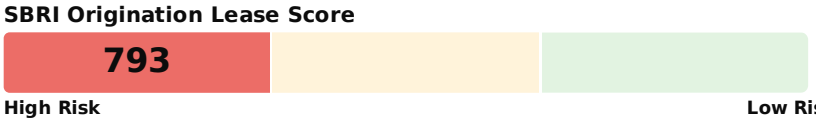
SBRI ORIGINATION

SBRI Origination Card Score



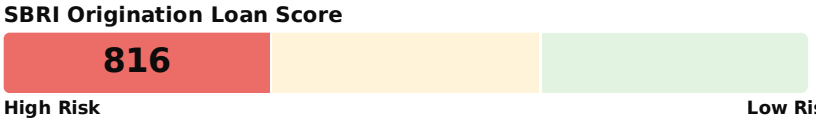
Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Lease Score



High Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Special Rating	Current Rating as of 11/05/2009
-- : Undetermined	

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	**0**	**-**
Judgements	**1**	**10/27/2017**
Liens	**10**	**10/24/2020**
Suits	**7**	**03/16/2020**
UCC	**421**	**02/07/2022**

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
7 Days

3 Months
From Apr-22 to Jun-22

7

High Risk (120+) **Low Risk (0)**

Days Beyond Terms Past 3 months : 7

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **353** payment experiences reported from **117** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

TRADE PAYMENTS

Highest Past Due:

700,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
4,000,000	715	8,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries
11

Branches
276

Total Members
888

This company is a Headquarters, Parent, Subsidiary.

	Domestic Ultimate	Global Ultimate
Name	**INGERSOLL-RAND US TRANE HOLDINGS CORPORATION**	**TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY**
Country	**UNITED STATES**	**IRELAND**
D-U-N-S	**96-330-6712**	**98-503-3590**
Others	**-**	**-**

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

No Data Available

ALERTS

There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN

No Data Available

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

Consecutive hikes in the Fed Funds Rate through end-2022 to fight stubborn inflation threaten to slow growth and increase unemployment.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Snapshot (CIS)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

Country Insight Report (CIR)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 793

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 860

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 816

KEY SBRI ATTRIBUTES

Total Balance
393,163.00

Credit Card Total Balance	20,526.00
Lease Agreement Total Balance	232,608.00
Loan Total Balance	140,029.00

Total Open SBRI Accounts
249

Total Exposure	615,294.00
Maximum Age of All Open Accounts	507.00 Months
Total Available Credit - Credit Card	215,656.00
Total Available Credit - Lines of Credit	16,500.00

Number Of Total Accounts Ever Cycle 2+
80

Time since most recent Cycle 2 on all accounts	1 Months
Worst Delinquent All Accounts	
Past 1-3 Months	Cycle 4
Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance	**562,268**
Total Past Due	**183,966**
Total Past Due Cycle 1	**38,930**
Total Past Due Cycle 2	**28,233**
Total Past Due Cycle 3	**14,209**
Total Past Due Cycle 4	**4,748**
Total Past Due Cycle 5	**97,844**
Total Charge Off Amount	**49,732**

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		05/31/2022	07/31/2020			79,900	79,900	140,029	0	0	0	0	0		
Term Loan		08/31/2009	12/09/2003			5,091		140,029							7,563
Term Loan		05/31/2022	06/22/2020			52,900	52,900	140,029	0	0	0	0	0		
Term Loan		03/31/2015	04/29/2014		9	15,747	1,369	140,029	0	0	0	0	0	0	
Term Loan		03/31/2015	04/30/2014		9	14,500	1,262	140,029	0	0	0	0	0	0	
Term Loan		02/28/2015	02/28/2014		10	15,188	2,643	140,029	0	0	0	0	0	0	
Term Loan		11/30/2013	12/31/2012	11/30/2013		20,165	0	140,029	0	0	0	0	0	0	
Term Loan		07/31/2013	08/10/2009	07/31/2013		229,525	0	140,029	0	0	0	0	0	0	
Term Loan		06/30/2007	04/16/2007	05/09/2007		2,247	0	140,029	0	0	0	0	0		
Lease Agreement		09/30/2014	09/02/2010			53,770	2,409	385,779	2,409	0	2,409	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			61,660	2,425	385,779	1,212	1,212	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		04/14/2016	10/30/2012	02/01/2016	18	0	1,317	385,779	1,317	439	439	439	0	0	
Lease Agreement		04/14/2016	11/30/2012	12/10/2015	18	33	17	385,779	0		0	0	0	0	10

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/06/2015	05/10/2012	02/11/2015	18	716	0	385,779	0		0	0	0	0	
Lease Agreement		03/04/2015	07/10/2012		18	240	608	385,779	480	240	240	0	0	0	
Lease Agreement		01/08/2016	09/30/2012		18	240	19	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2012		18	366	418	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	10/20/2012		18	67	163	385,779	0		0	0	0	0	
Lease Agreement		07/10/2015	09/10/2012	03/10/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/18/2014	10/30/2012		18	1,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2012	06/11/2014	18	0	32	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	03/30/2012		18	0	390	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/30/2011	01/02/2014	18	0	121	385,779	0		0	0	0	0	
Lease Agreement		07/16/2013	07/10/2012		18	79	537	385,779	237	79	79	79	0	0	
Lease Agreement		07/10/2015	12/10/2011	09/11/2013	18	2,554	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	06/21/2015	18	0	5	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/20/2003	12/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	03/21/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	03/30/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/30/2012	06/18/2014	18	0	2,980	385,779	2,367	789	789	789	0	0	
Lease Agreement		02/13/2012	10/20/2006	04/09/2009	18	4,446		385,779							4,488
Lease Agreement		05/07/2015	05/10/2012	02/11/2016	18	0	405	385,779	70	35	35	0	0	0	
Lease Agreement		01/02/2013	10/10/2006	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/20/2011		18	354	1,113	385,779	708	177	177	177	177	0	
Lease Agreement		04/14/2016	06/10/2009	03/11/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	04/20/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2010	09/10/2005	06/11/2009	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	04/20/2011	10/21/2015	18	513	410	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2009	09/10/2006	11/10/2009	18	0	231	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	06/21/2015	18	92	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/30/2006		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/10/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	06/10/2006	12/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/12/2013	10/27/2010	10/23/2013	36	193,623	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	01/30/2006	08/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	02/02/2016	18	0	650	385,779	440	110	110	110	110	0	
Lease Agreement		12/03/2014	10/20/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2015	10/07/2010		56	6,955	617	385,779	96	96	0	0	0		
Lease Agreement		01/02/2013	07/10/2005	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/01/2017	04/01/2008	01/09/2017	105	1,917	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	06/30/2005	01/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	02/20/2001		0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	01/10/2005	07/11/2009	18	207	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2011	04/21/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	12/20/2008	12/21/2011	18	49	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/30/2010	01/01/2015	0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/20/2004	12/21/2008	18	36	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/14/2013	07/29/2010	09/24/2013	36	149,112	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	12/30/2004	01/02/2009	18	60		385,779							385
Lease Agreement		06/02/2022	10/08/2003	11/04/2010		54,808	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/30/2003	04/21/2009	18	0	397	385,779	136	136	0	0	0	0	
Lease Agreement		06/02/2022	08/12/2003	11/04/2010		95,868	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/20/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	09/21/2010		278,861	65,183	385,779	60,169	0	0	0	0	60,169	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		02/28/2010	07/20/2003	01/21/2008	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	05/17/2006	03/12/2010		9,765	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	01/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2013	10/16/2006	09/22/2020	23	27,970	550	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	2,565	14	385,779	0		0	0	0	0	
Lease Agreement		08/31/2009	01/20/2007	04/21/2011	18	828	33	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	08/11/2003	01/14/2011		3,681	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	781	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	01/10/2007	10/25/2011	18	0	387	385,779	92	92	0	0	0	0	
Lease Agreement		06/02/2022	01/30/2009	05/17/2012		30,876	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2015		18	764	223	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	04/20/2006	04/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	06/30/2003	02/02/2011		253,994	36,150	385,779	31,753	0	0	0	0	31,753	
Lease Agreement		04/14/2016	09/30/2015		18	5,796	421	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	09/10/2004	12/08/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	07/21/2010		17,328	5,393	385,779	5,075	0	0	0	0	5,075	
Lease Agreement		04/14/2016	01/10/2015		18	101	102	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	04/10/2005	04/10/2008	18	0	179	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/10/2011	05/21/2015	18	0	71	385,779	0		0	0	0	0	
Lease Agreement		11/30/2020	10/30/2015		60	30,111	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	12/10/2000	10/30/2003	18	0	240	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2010	12/10/2013	18	0	130	385,779	41	41	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2015		18	60	98	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	12/30/2005	01/01/2011	18	1,860	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/10/2015	04/16/2010		21	7,437	0	385,779	0	0	0	0	0		
Lease Agreement		02/11/2016	06/30/2015		18	3,903	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	05/20/2006	11/14/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2010		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/10/2015		18	649	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2003	01/01/2006	18	1,344	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/20/2015		18	944	230	385,779	118	118	0	0	0	0	
Lease Agreement		11/30/2013	02/11/2010	03/17/2010	0	6,448	0	385,779	0	0	0	0			
Lease Agreement		12/31/2010	11/30/1998	05/19/2009	18	0	1	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	03/12/2010		21	6,480	0	385,779	0	0	0	0	0		
Lease Agreement		11/15/2020	06/09/2015	10/22/2020	6	23,550	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	04/10/2007	07/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/11/2016	03/30/2010	07/01/2015	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	03/10/2015		18	288	0	385,779	0		0	0	0	0	
Lease Agreement		02/13/2012	11/30/2006	03/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	12/30/2009		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		10/06/2015	02/10/2015		18	4,256	0	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2008		18	693	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	03/20/2010	06/21/2015	18	0	920	385,779	744	372	372	0	0	0	
Lease Agreement		04/10/2015	12/30/2014		18	646	333	385,779	116	58	58	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	729	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2011	12/01/2009	10/22/2011	18	642	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/10/2014		18	550	195	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	690	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	12/01/2009	07/12/2012	8	2,090	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/20/2014		18	1,320	307	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	07/30/2010		18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	07/10/2014		18	152	472	385,779	76	38	38	0	0	0	
Lease Agreement		02/28/2010	07/10/2004	10/11/2008	18	228	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	10/10/2010	09/28/2015	18	0	1,936	385,779	1,936	484	484	484	484	0	
Lease Agreement		04/14/2016	07/20/2014		18	243	81	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	282	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	01/30/2010		18	0	136	385,779	136	136	0	0	0	0	
Lease Agreement		06/30/2006	04/16/2002			3,355	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	372	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	2,570	2,570	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/10/2004	06/01/2009	18	0	36	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	2,849	2,849	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	03/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	08/24/1998	09/24/2001		10,428	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	09/20/2021		1	799	799	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	02/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2010	03/06/2000	09/12/2005	0	30,600	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	07/20/2021		1	711	7	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/10/2004	02/11/2009	18	0	29	385,779	0	0	0	0	0	0	
Lease Agreement		07/08/2008	06/26/2001			2,844	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	02/10/2020		7	2,841	2,841	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/20/2006	09/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2010	03/16/2007		15	28,080		385,779							21,059
Lease Agreement		05/31/2022	10/10/2020		4	371	371	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2006	07/11/2011	18	0	10	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/20/2016		18	704	201	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/30/2020		8	1,271	1,271	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/30/2010	08/01/2011	18	435	870	385,779	870	435	435	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	23,034	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2014	12/11/2015	18	219	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	03/30/2020		8	1,418	1,418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	12/30/2006		18	0	8	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	06/30/2014		18	945	29	385,779	0		0	0	0	0	
Lease Agreement		03/31/2021	09/29/2020	03/26/2021	5	37,649	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/30/2006		18	0	20	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2019	06/24/2014		60	114,600	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		04/30/2019	06/24/2014		58	46,516	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	50	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		04/13/2016	07/10/2005	08/28/2009	18	0	60	385,779	60	30	30	0	0	0	
Lease Agreement		01/08/2016	04/30/2014		18	3,684	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	03/30/2006	10/01/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/30/2014		18	1,104	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	12/30/2018		9	64	64	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2011	10/20/2007	07/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	01/30/2014		18	153	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	10/31/2017		57	62,750	3,795	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	01/10/2010	01/11/2015	18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	01/20/2014		18	1,620	298	385,779	0		0	0	0	0	
Lease Agreement		11/30/2021	06/30/2019		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/10/2001	01/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/03/2014	09/30/2013		18	703	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/20/2018		8	564	564	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/30/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2013		18	56	108	385,779	0		0	0	0	0	
Lease Agreement		06/30/2021	10/20/2018		5	162	1	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/30/1986	01/02/2008	18	0	280	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2013	12/11/2015	18	65	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/10/2011			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/20/2006	07/21/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	08/30/2013		18	210	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/20/2015			1,694	1,694	385,779	1,270	0	0	423	0	847	
Lease Agreement		12/03/2014	05/30/2003	06/01/2004	18	20	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2013	12/29/2015	18	5,664	78	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	01/30/2014		12	126	126	385,779	75	0	75	0	0	0	
Lease Agreement		01/31/2014	10/01/2009	01/29/2014	51	78,443	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	07/20/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	12/30/2014			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/07/2007	05/24/2004	07/31/2007	13	15,319	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	06/27/2007	01/28/2015	88	19,517	650	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	03/30/2016			158	158	385,779	158	0	0	0	158	0	
Lease Agreement		11/05/2008	11/12/2001	10/31/2008		5,256	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2013	08/14/2009	01/17/2014	12	3,000	563	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	04/05/2005	01/28/2015	115	33,310	1,214	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/30/2014		1	58	58	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2012	04/19/2006	02/13/2012	69	4,868	0	385,779	0	0	0	0	0		
Credit Cards		07/31/2009	05/02/1984	09/30/2007	0	2,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2014	06/29/2009	01/29/2014	54	78,548	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/10/2015		3	1,122	1,122	385,779	390	0	0	390	0	0	
Lease Agreement		11/26/2014	07/01/2013			25,900	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	05/26/2006	01/28/2015	104	17,196	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2020	02/10/2015		3	266	2	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	08/01/2006		1	22,501		385,779	112	112	0	0	0		
Credit Cards		09/30/2013	05/13/2008	11/29/2009	12	7,500		36,460							5,723
Lease Agreement		02/28/2014	12/29/2009	02/11/2014	48	15,032	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	12/10/2015		1	924	9	385,779	0	0	0	0	0	0	
Lease Agreement		12/19/2006	07/26/2001	11/30/2006	5	24,417	387	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2010	12/15/2003	01/20/2010	24	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/20/2013		18	1,452	693	385,779	0		0	0	0	0	
Lease Agreement		01/31/2003	02/25/2000			4,680	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	08/01/2006			7,657		385,779	0	0	0	0	0		
Credit Cards		11/30/2012	01/27/2010		0	2,459	669	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,430	0	385,779	0		0	0	0	0	
Lease Agreement		10/31/2003	02/28/2000	07/31/2003		103,200	0	385,779	0	0	0	0			
Lease Agreement		06/30/2011	05/26/2006		61	17,196	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	5,000	0	36,460	0	0	0	0	0	0	263
Lease Agreement		10/06/2015	05/10/2013		18	2,313	0	385,779	0		0	0	0	0	
Lease Agreement		08/31/2005	08/01/2003	05/03/2005	3	53,266		385,779	0	0	0	0			
Lease Agreement		11/02/2011	05/15/2006	08/17/2009	16	3,245		385,779	0	0	0	0			
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,295	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		11/30/2010	01/01/2010			47,297		385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/2000	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/11/2015	01/10/2013		18	419	0	385,779	0		0	0	0	0	
Credit Cards		05/31/2022	08/27/1999	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2016	10/01/2014		20	5,030	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2017	02/01/2014		25	33,658	0	385,779	0	0	0	0	0		
Lease Agreement		10/31/2016	07/01/2014			7,834	0	385,779	0	0	0	0	0		
Lease Agreement		04/10/2015	12/30/2012	04/01/2016	18	0	389	385,779	0		0	0	0	0	
Lease Agreement		04/28/2017	02/01/2014			77,527	0	385,779	0	0	0	0	0		
Lease Agreement		04/28/2017	01/01/2015			3,882	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	04/30/2010	06/16/2014	18	3,750	0	385,779	0		0	0	0	0	3,229
Lease Agreement		04/13/2016	12/30/2012		18	277	260	385,779	0		0	0	0	0	
Lease Agreement		10/29/2010	02/01/2009			70,945		385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010		1	4,181		385,779	0	0	0	0	0		
Lease Agreement		11/30/2007	11/14/2003	11/21/2007	15	4,695	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Lease Agreement		08/31/2007	01/01/2001			59,079	0	385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010			82,965		385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	04/01/2004		1	30,844		385,779	0	0	0	0	0		
Lease Agreement		10/31/2013	03/25/2010	10/31/2013		33,667	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,106		385,779	0	0	0	0	0		
Lease Agreement		03/01/2012	11/30/1997	08/28/1998		2,340		385,779	0	0	0	0			1,645
Lease Agreement		04/30/2010	10/01/2004			14,101		385,779	2,634	333	335	333	1,632		
Lease Agreement		06/30/2013	09/25/2009			24,184	1,044	385,779	522	522	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,798		385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	02/24/2005	02/19/2010	60	14,515	1,045	385,779	0	0	0	0	0		
Lease Agreement		05/31/2011	10/14/2004	03/09/2011	29	2,631		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		11/30/2016	12/01/2014			37,243	0	385,779	0	0	0	0	0		
Lease Agreement		08/31/2012	12/05/2007	08/31/2012	1	2,576	0	385,779	0	0	0	0	0		
Lease Agreement		12/01/2011	08/27/2004	09/27/2011		45,720		385,779	0	0	0	0			
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		09/30/2005	04/01/2004	07/04/2005	1	4,402		385,779	0	0	0	0			
Lease Agreement		12/31/2011	08/26/2000	12/05/2011	133	20,179	22	385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	10/01/2004		1	128,916		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	11/15/2000	08/22/2003		58,089	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		12/01/2011	07/15/2004	09/15/2011		45,720		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		07/15/2003	06/01/1998			3,155	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	08/26/2000		9	22,997	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			41,430	1,971	385,779	985	985	0	0	0	0	
Lease Agreement		07/31/2007	02/17/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,345	808	385,779	297	297	0	0	0	0	
Lease Agreement		08/31/2003	04/28/2003	07/29/2003	2	6,600	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	08/28/2009			24,304	526	385,779	526	526	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		01/31/2010	05/12/2003	10/20/2009		19,710		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/25/2008	03/31/2013		45,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2013	02/08/2008	03/31/2013		16,900	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		05/31/2005	05/15/2002			22,361	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Credit Cards		09/30/2008	08/02/2000	02/17/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2012	11/30/2007			32,500	575	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2006	05/29/2001	05/29/2006		24,042		385,779	0	0	0	0			
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Credit Cards		06/02/2008	03/03/1997	03/11/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		10/31/2001	09/28/1998		24	23,533	0	385,779	0						0
Lease Agreement		12/31/2014	12/31/2010			49,438	3,746	385,779	1,873	0	1,873	0	0	0	
Credit Cards		06/02/2008	10/09/1996	10/10/2002	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2010	04/01/2009		1	12,045		385,779	0	0	0	0	0		
Lease Agreement		05/31/2014	08/24/2010			19,754	495	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2002	07/30/1997	07/30/2002		17,100	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	10/30/2009	08/31/2013		23,685	0	385,779	0	0	0	0	0	0	
Credit Cards		12/02/2015	08/01/2005	11/14/2014	4	6,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	03/27/2000	01/04/2005		33,372		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Credit Cards		03/31/2011	01/12/1991	03/12/2004		1	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		04/30/2005	10/15/1999	10/15/2004		13,440		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/21/2009			52,345	1,192	385,779	1,192	1,192	0	0	0	0	
Credit Cards		02/28/2009	10/02/2000	10/30/2006			0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,225	1,017	385,779	508	508	0	0	0	0	
Lease Agreement		11/30/2003	07/06/1998	07/06/2001		5,652	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		09/30/2019	08/25/2004				14,054	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Lease Agreement		06/30/2003	07/16/1998		1	5,640	0	385,779	0	0	0	0			
Credit Cards		09/30/2019	03/03/1980				1,105	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		06/30/2006	04/30/2006	02/25/2007	2	11,500	1,425	36,460	88	88	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/12/2000	01/21/2008		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2007	07/18/2002	07/18/2005		4,029		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2015	12/31/2010	03/31/2015		55,886	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2004	12/13/2000	12/15/2003		2,850	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/02/2010			39,668	60	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/27/2000	04/28/2003		12,434	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			23,014	1,041	385,779	520	520	0	0	0	0	
Credit Cards		10/31/2008	04/06/2004	11/26/2008			494	36,460	87	20	0	20	47		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/30/2007	07/01/2001	07/02/2004	27	12,312		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		05/31/2022	06/27/2003	08/23/2011		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	11/25/2009	08/31/2013		20,027	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	07/27/2000	02/27/2003	4	806		385,779	0	0	0	0			
Lease Agreement		11/30/2013	12/29/2008	11/30/2013		30,507	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/17/2002	06/25/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,705	1,224	385,779	612	612	0	0	0	0	
Lease Agreement		01/31/2006	05/01/2001	10/20/2005	4	9,152		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/05/2008	03/31/2013		33,250	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/15/2002	07/01/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2013	12/27/2011	12/31/2013		87,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2005	07/28/2002	01/28/2005	19	1,119		385,779	0	0	0	0			
Lease Agreement		12/31/2014	12/31/2010			40,278	3,063	385,779	2,297	0	2,297	0	0	0	
Credit Cards		05/31/2022	05/14/2002	01/03/2010		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Lease Agreement		12/31/2006	03/02/2002	03/02/2004		2,112		385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/05/2002	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			55,886	1,099	385,779	1,099	1,099	0	0	0	0	
Lease Agreement		09/30/2004	12/17/1998	12/17/2001	4	3,096	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/09/2001	02/03/2005		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2002	01/05/1997		2	6,619	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	02/23/2001	01/21/2008		20,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/22/1999	02/01/2013		19,150	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1999	07/27/2007		0	0	36,460	0	0	0	0	0		
Term Loan		02/12/2009	05/17/2006			11,734	1,955	140,029	325	325	0	0	0	0	
Term Loan		10/08/2008	10/04/2005	09/30/2008	27	12,601	0	140,029	0	0	0	0	0	0	
Lines of Credit		01/10/2019	01/05/2018			1,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	03/27/2020			5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/04/2021		5	5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/15/2019			2,000	0	0	0	0	0	0	0	0	
Lines of Credit		12/31/2020	06/05/2019		2	2,500	0	0	0	0	0	0	0	0	
Lines of Credit		08/12/2016	08/19/2015			1,000	0	0	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/2014		4	3,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	03/31/2006			0	0	36,460	0	0	0	0	0	0	
Lease Agreement		09/25/2001	02/15/1995			16,315	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	08/01/2000		18	5,121	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		10/05/2001	10/01/1998		1	23,270	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	12/01/1998	02/03/2008		30,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		03/31/2022	10/04/2018		24	4,197	1,329	385,779	0	0	0	0	0		
Lease Agreement		10/05/2001	08/15/1998		3	5,060	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	01/21/2008		2,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	03/30/2014		1	66	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	02/15/1999			17,352	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	12/02/2008		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,832	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	10/10/2014		2	55	132	385,779	132	132	0	0	0	0	
Lease Agreement		08/01/2008	06/15/2001			26,570	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/01/1998	01/21/2008		1,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2020	06/30/2015		4	300	300	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	12/15/2000		17	1,870	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1998			16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	07/07/1998	04/04/2001		16,308	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2021	12/20/2016		7	173	173	385,779	0	0	0	0	0	0	
Lease Agreement		04/02/2003	03/15/2000			9,439	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	05/01/1997			2,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		17,587	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2020	07/20/2017		5	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	05/01/2000			2,668	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1997	01/21/2008		8,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		126,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2016		8	2,899	2,899	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	07/01/1999			1,853	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1996	07/02/2010		11,250	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	06/27/1996	03/31/2000		54,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	07/10/2017		9	126	126	385,779	90	0	0	90	0	0	
Credit Cards		05/31/2022	11/01/1995	01/21/2008		16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	11/01/1993	05/24/1995		23,296	0	385,779	0	0	0	0	0	0	
Credit Cards		08/31/2008	11/01/1997	01/29/2009			2,300	36,460	1,048	367	619	20	42		
Credit Cards		12/31/2017	01/19/2010	09/20/2017	12	11,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	08/19/2005		24	17,800	250	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/18/2006	07/30/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/28/2001	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	01/18/2008	11/02/2009	0	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2019	09/29/1999				2,293	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2008	11/13/2001		24	300	254	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	02/07/2008	08/22/2014	0	1,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/01/1997	06/27/2008	0	3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/05/2001	09/15/1998		3	2,777	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2022	06/20/2018		7	212	212	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2004	06/17/2001		17	1,392	0	385,779							
Lease Agreement		07/31/2007	01/29/1992	05/01/1996		70,288	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	10/10/2016		7	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/10/2006	11/24/2010	18	0	535	385,779	273	91	91	91	0	0	
Credit Cards		05/31/2022	03/01/1994	01/21/2008		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2007	03/03/2004	07/20/2007		6,148		385,779	0	0	0	0			
Lease Agreement		08/31/2021	06/20/2018		9	297	297	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	02/28/2010		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/01/1992			3,000	0	36,460	0	0	0	0	0		
Lease Agreement		04/30/2018	10/01/2014			67,982	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2021	02/20/2018		9	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/16/2012	10/01/2009	03/07/2012	4	3,307	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2013	02/15/2013		2	17,531	1,205	385,779	0	0	0	0	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/31/2021	10/10/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	10/01/2009	07/09/2012	8	635	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		09/01/2008	05/31/2007			11,377	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2020	01/20/2018		6	78	78	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	07/10/2008		18	876	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1990	08/01/2003		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		02/12/2009	01/30/2009			27,056	27,056	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2021	12/30/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	06/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/01/1989	10/02/2008		20,250	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/10/2009		18	0	2	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/10/2018		6	520	520	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2008		18	366	10	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2015	02/26/2006	07/11/2008	24	1,000	0	36,460	0	0	0	0	0	0	1,306
Lease Agreement		01/04/2014	12/10/2006		18	137	33	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2022	06/18/2018		11	306	306	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	09/30/2007		18	0	0	385,779	0		0	0	0	0	
Credit Cards		02/28/2011	12/15/1998	09/17/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	04/20/2009		18	624	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/20/2016		2	1,184	1,184	385,779	0	0	0	0	0	0	
Credit Cards		06/01/2022	12/21/1995			15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/20/2005	04/21/2009	18	804	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		12/31/2012	06/26/2007	10/16/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/03/2022	09/11/2019		24	20,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2005	11/01/1990	08/07/2006		9,354	5,638	36,460	0	0	0	0			
Credit Cards		09/04/2014	07/21/1994			3,450	0	36,460	0	0	0	0			
Credit Cards		07/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	07/09/2003	09/19/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2004	09/06/2003		0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	02/29/2000	12/05/2008	0	15,000	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2004	04/21/2000	11/26/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/26/2001	06/08/2010	0	5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		03/31/2022	01/10/2018		5	121	121	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	01/30/2005		18	0	1,272	385,779	1,272	636	636	0	0	0	
Lease Agreement		02/28/2022	06/12/2018		16	78	78	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		07/16/2013	03/20/2008		18	435	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	09/10/2018		4	1,131	1,131	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	10/31/1991	10/14/1994		7,200	0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2010	03/20/2004	03/21/2008	18	1,755	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	04/20/2018		6	430	430	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/25/1991	12/10/1993		1	0	36,460	0	0	0	0	0		
Lease Agreement		10/11/2010	05/29/2009		13	7,348	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2022	03/30/2019		8	2,186	2,186	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		01/31/2010	03/30/2007	04/01/2010	18	2,070	1,054	385,779	414	414	0	0	0	0	
Lease Agreement		09/30/2021	03/10/2018		21	1,910	1,910	385,779	516	259	0	0	257	0	
Credit Cards		02/28/2011	01/10/1990	04/08/1994		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		12/03/2014	07/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2022	03/20/2019		9	1,734	1,734	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/22/1996	01/18/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		04/13/2016	02/28/2003	01/01/2006	18	243	0	385,779	0		0	0	0	0	
Lease Agreement		09/02/2021	05/25/2018		23	31,425	12,775	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	09/01/1994	01/30/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/20/2007	07/21/2009	18	0	31	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			120,177	28,762	385,779	28,761	10,014	10,014	8,732	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2011	01/19/2009		24	1,623	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	12/29/2017			202,638	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	04/12/1996				0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	11/17/2008	11/21/2013	60	3,720	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		09/30/2013	06/19/2001	12/07/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/1999	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/20/1999	06/29/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/21/1999	04/03/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/03/1998	06/09/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1997	12/03/2008	0	1,400	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2017	01/01/1997	10/10/2007	0	3,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/18/2021		2	9,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2019	11/29/2019		0	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/20/2021	04/18/2022	15	55,000	1,841	36,460	1,841	0	0	0	1,841		
Lease Agreement		12/31/2021	12/29/2017			37,711	1,590	385,779	1,590	1,590	0	0	0		
Lease Agreement		11/30/2013	02/01/2001	07/17/2007	0	8,460	0	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			110,519	2,763	385,779	2,762	2,762	0	0	0		
Credit Cards		02/28/2011	03/04/1997	07/15/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	04/13/2000	06/13/2007		4,864	0	385,779	0	0	0	0			
Lease Agreement		01/15/2021	09/09/2016	12/01/2020	8	13,957	2,313	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	01/04/1995	05/30/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2009	01/15/2006	11/30/2009	1	40,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			33,645	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	07/27/1994	03/31/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		05/31/2012	05/23/2008	05/31/2012	6	34,332	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			30,545	0	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	07/21/1994	12/16/1997		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2008	07/29/2005	08/19/2008	2	25,280	1,404	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			626,214	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	05/07/1996	03/22/1998		3,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2011	01/31/2008		24	22,458	0	385,779	0						
Lease Agreement		12/31/2021	11/21/2017	07/29/2021		4,718	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	11/13/1996	08/09/2001		1	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2012	01/11/2007	06/14/2012	60	48,697	0	385,779	0	0	0	0	0		
Lease Agreement		06/01/2022	10/17/2017			8,536	1,727	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	02/15/1994	02/07/1998		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	07/06/1998	02/08/2002		2,131	0	385,779	0	0	0	0			
Lease Agreement		05/31/2019	10/31/2017		20	62,750	50,600	385,779	0	0	0	0	0		
Credit Cards		07/31/2010	02/03/2003	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/02/2015	02/01/2007	02/01/2012		3,857		385,779	0	0	0	0			
Lease Agreement		04/14/2016	01/30/2016		18	7,027	1,591	385,779	439	439	0	0	0	0	
Credit Cards		10/31/2016	11/11/2004	06/22/2007	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/24/1998	03/07/2000	0	16,965	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	10/20/2004	12/15/2009	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/2019		4	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/28/2018		8	6,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	11/23/2016			1	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/10/2014		23	2,219	729	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2017	06/20/2016			9,406	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1999	12/05/2008	0	750	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2004	12/26/2000	11/14/2003	6	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	03/20/2003	12/27/2006	0	0	0	36,460	0	0	0	0	0	0	290
Credit Cards		11/30/2016	03/07/2003	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	09/30/2004	09/10/2009	0	29,727	0	385,779	0	0	0	0			
Credit Cards		10/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	05/16/2002	06/29/2007	0	1,375	0	385,779	0	0	0	0			
Credit Cards		12/31/2005	08/26/2003	01/10/2005	13	20,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2003	03/18/2009	0	2,397	0	385,779	0	0	0	0			

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		10/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1998	07/31/2001		5,729	0	385,779	0	0	0	0			
Credit Cards		09/04/2014	03/19/2002			1,523	0	36,460	0	0	0	0			
Lease Agreement		06/30/2003	06/20/1997	07/10/2001		22,801	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	12/07/2005	12/08/2005	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	11/28/2001		9,527	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	06/06/2005	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/06/1998	10/24/2002		21,340	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/02/2005	01/05/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/06/1998	07/31/2001		4,643	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	09/29/2004	01/28/2011	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/05/1999	07/24/2002		11,764	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	04/24/2005	09/24/2012	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/16/1999	07/15/2002	0	5,330	0	385,779	0	0	0	0			
Credit Cards		10/31/2016	01/05/2005	10/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/06/2003	10/01/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	06/01/1991	06/30/1998	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	10/01/1993	10/29/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	11/01/1993	08/09/2004	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	11/01/1995	12/03/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	08/01/1995	07/28/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	02/03/2003	01/16/2006	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/13/1998	07/14/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	02/20/1998	01/28/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/20/1997	06/29/2001		3,911	0	385,779	0	0	0	0			
Credit Cards		03/31/2007	03/09/1988	10/23/2004	0	3,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	12,212	385,779	0	0	0	0			
Credit Cards		05/31/2022	10/01/1992	09/25/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	05/10/1999	06/26/2001		11,322	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/27/2011	03/05/2014		10,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	02/20/1997	07/01/2002	0	52,920	0	385,779	0	0	0	0			
Credit Cards		08/31/2015	04/13/2012	09/03/2017	18	10,000	393	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	02/28/2005	05/27/2010	0	2,397	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	08/05/2011	07/16/2021	24	5,700	4,039	36,460	0	0	0	0	0	0	
Lease Agreement		02/12/2009	03/29/2007		22	6,840	2,850	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2017	10/27/2010	07/01/2017		0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2010	11/20/2003	01/26/2009	0	2,097	0	385,779	0	0	0	0			
Credit Cards		05/31/2014	01/19/2010		12	11,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/20/1997	05/07/2001		12,026	0	385,779	0	0	0	0			
Credit Cards		10/31/2013	06/09/1999	07/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	11,282	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/06/1998	06/20/2002		2,648	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	05/01/1994	12/02/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	03/01/1994	02/09/2000	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	01/01/1993	11/10/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	11/01/1991	11/26/2008	0	6,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/01/1990	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1990	05/26/2005	0	8,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/01/1989	11/26/2008	0	7,900	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	08/01/1989	03/31/1999	24	0		36,460							2,375
Credit Cards		10/31/2009	07/01/1996	12/05/2008	0	8,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	09/09/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	12/06/1999	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	01/21/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1995	06/16/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/01/1995	07/18/2010	0	5,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1992	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/28/2003	11/25/2014		7,500	0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	04/12/2002	04/30/2002		2,000	0	36,460	0	0	0	0	0		
Credit Cards		10/31/2013	11/24/1998	03/24/2006	0	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/07/2000	04/02/2014	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	10/13/1997	06/08/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	03/19/2003	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2018	10/31/2009	09/20/2017	12		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2010	03/25/1997	01/14/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/10/1997	10/02/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	12/28/1995	01/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2004	11/10/1998	12/17/2007	0		413	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	11/16/1998	07/01/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/03/1998	08/28/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2003	11/17/1998	08/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2014	11/12/2001	09/30/2005	0	6,750	0	36,460	0	0	0	0	0	0	1,396
Credit Cards		06/30/2003	10/18/2000	08/21/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/16/2000	06/09/2008	0	0	0	36,460	0	0	0	0	0	0	

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **4: 14** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **5** with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable:**5** %

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements
Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z
Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

2
High Risk (1) **Low Risk (100)**

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens and judgments
- High proportion of past due balances to total amount owing

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	**1343**	**2.29 %**	**0.48**	**4**

Business and Industry Trends

△ **FAILURE SCORE** ⬚ **Industry Median Quartile**

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	2
Region:(SOUTH ATLANTIC)	33
Industry:MANUFACTURING	56
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

60

High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Evidence of open suits, liens, and judgments
- Higher risk industry based on delinquency rates for this industry

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Moderate	**513**	**4.75 %**	**10.2 %**	**3**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	60
Region:(SOUTH ATLANTIC)	34
Industry:MANUFACTURING	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

71

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 14 days beyond terms

- ▢ High risk of late payment (Average 30 to 120 days beyond terms)
- ▢ Medium risk of late payment (Average 30 days or less beyond terms)
- ▢ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

- ▢ High risk of late payment (Average 30 to 120 days beyond terms)
- ▢ Medium risk of late payment (Average 30 days or less beyond terms)
- ▢ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

Business and Industry Trends

3585 - Mfg refrigeration/heating equipment

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 11/05/2009

Special Rating

-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour	% of Trade Within Terms	Highest Past Due
14 Days Beyond Terms	**56%**	**US$ 700,000**

Highest Now Owing:
US$ 4,000,000

Total Trade Experiences:
715

Largest High Credit:
US$ 8,000,000

Average High Credit:
US$ 109,748

Total Unfavorable Comments :
1

Largest High Credit:
US$ 2,500

Total Placed in Collections:
5

Largest High Credit:
US$ 0

D&B PAYDEX

71

High Risk (1) **Low Risk (100)**

When weighted by amount, Payments to suppliers average 14 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66

High Risk (1) **Low Risk (100)**

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

3585 - Mfg refrigeration/heating equipment

△ **PAYDEX** ⬚ **Industry Lower Quartile** ◔ **Industry Median Quartile** ✳ **Industry Upper Quartile**

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	Current 2022
This Business	73	73	73	72	72	72	72	72	72	72	72	72	72	74	74	71	73	73	74	72	73	73	71	71
Industry Quartile																								
Upper	-	-	76	-	-	76	-	-	76	-	-	77	-	-	77	-	-	76	-	-	77	-	-	-
Median	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	88	US$ 57,750,000	76
50,000 - 99,999	41	US$ 2,950,000	50
15,000 - 49,999	90	US$ 2,460,000	60
5,000 - 14,999	109	US$ 772,500	52
1,000 - 4,999	123	US$ 229,500	59
Less than 1,000	134	US$ 40,600	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
15 - Building Construction - General Contractors and Operative Builders	1	2,500	50	0	0	0	50
1531 - Operative	1	2,500	50	0	0	0	50

builders							
17 - Construction - Special Trade Contractors	6	400,000	95	1	4	0	0
1731 - Electrical contractor	3	400,000	90	2	8	0	0
1711 - Mechanical contractor	3	100,000	100	0	0	0	0
26 - Paper and Allied Products	5	500,000	33	33	0	0	0
2653 - Mfg corrugated boxes	2	500,000	50	50	0	0	0
2631 - Paperboard mill	2	400,000	49	50	0	0	1
2679 - Mfg converted paper	1	0	0	0	0	0	0
27 - Printing, Publishing and Allied Industries	12	1,000,000	54	9	29	0	9
2759 - Misc coml printing	5	1,000,000	50	0	17	0	33
2761 - Mfg manifold forms	5	100,000	64	34	0	0	2
2711 - Newspaper-print/publ	1	5,000	0	0	100	0	0
2741 - Misc publishing	1	100	100	0	0	0	0
28 - Chemicals and Allied Products	4	750,000	84	16	0	0	0
2851 - Mfg paint/allied prdt	2	250,000	51	49	0	0	0
2821 - Mfg plastics/resins	1	750,000	100	0	0	0	0
2891 - Mfg adhesives/sealant	1	200,000	100	0	0	0	0
29 - Petroleum Refining and Related Industries	1	1,000	0	0	0	0	100
2999 - Mfg misc petro prdts	1	1,000	0	0	0	0	100
30 - Rubber and Miscellaneous Plastics Products	2	40,000	25	25	0	0	50
3089 - Mfg misc plastic prdt	1	40,000	50	50	0	0	0
3053 - Mfg sealing devices	1	500	0	0	0	0	100
31 - Leather and Leather Products	1	75,000	50	50	0	0	0
3143 - Mfg men's footwear	1	75,000	50	50	0	0	0
33 - Primary Metal Industries	1	200,000	50	50	0	0	0
3351 - Copper roll/drawing	1	200,000	50	50	0	0	0

34 - Fabricated Metal Products except Machinery and Transportation Equipment	**11**	**100,000**	**28**	**45**	**3**	**3**	**21**
3491 - Mfg industrial valves	**5**	**100,000**	**16**	**20**	**19**	**19**	**26**
3494 - Mfg valve/pipe fittng	**2**	**25,000**	**50**	**50**	**0**	**0**	**0**
3433 - Mfg non-elect heaters	**1**	**100,000**	**50**	**50**	**0**	**0**	**0**
3443 - Mfg plate work	**1**	**10,000**	**50**	**50**	**0**	**0**	**0**
3444 - Mfg sheet metalwork	**1**	**2,500**	**0**	**0**	**0**	**0**	**100**
3452 - Mfg bolt/screw/rivets	**1**	**1,000**	**0**	**100**	**0**	**0**	**0**
35 - Industrial and Commercial Machinery and Computer Equipment	**64**	**4,000,000**	**51**	**13**	**9**	**9**	**18**
3585 - Mfg refrig/heat equip	**30**	**4,000,000**	**96**	**2**	**1**	**0**	**1**
3564 - Mfg blowers/fans	**6**	**200,000**	**98**	**1**	**0**	**0**	**1**
3593 - Mfg cylinder/actuator	**5**	**500,000**	**48**	**49**	**0**	**0**	**3**
3531 - Mfg construction mach	**5**	**200,000**	**54**	**46**	**0**	**0**	**0**
3572 - Mfg computer storage	**5**	**30,000**	**47**	**40**	**8**	**0**	**5**
3579 - Mfg misc office eqpt	**5**	**750**	**80**	**15**	**0**	**0**	**5**
3569 - Mfg general machinery	**2**	**1,000,000**	**50**	**0**	**38**	**12**	**0**
3563 - Mfg air/gas compress	**2**	**2,500**	**36**	**0**	**64**	**0**	**0**
3534 - Mfg elevator/escaltrs	**1**	**55,000**	**0**	**0**	**0**	**0**	**100**
3548 - Mfg welding apparatus	**1**	**10,000**	**0**	**0**	**0**	**0**	**100**
3599 - Mfg industrial mach	**1**	**5,000**	**100**	**0**	**0**	**0**	**0**
3553 - Mfg woodworking mach.	**1**	**2,500**	**0**	**0**	**0**	**100**	**0**
36 - Electronic and other electrical equipment and components except computer equipment	**31**	**8,000,000**	**49**	**24**	**3**	**20**	**4**
3625 - Mfg relays/controls	**8**	**8,000,000**	**51**	**48**	**1**	**0**	**0**

3621 - Mfg motors/generators	8	250,000	50	0	26	0	24
3672 - Mfg print circuit brd	5	1,000,000	50	0	0	47	3
3678 - Mfg elect. connectors	4	20,000	36	43	7	0	14
3694 - Mfg elect engine eqpt	1	20,000	50	50	0	0	0
3639 - Mfg home appliances	1	20,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	7,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	5,000	0	0	0	100	0
3645 - Mfg home light fixt	1	2,500	50	0	0	50	0
3648 - Mfg misc light equip	1	750	0	100	0	0	0
▾37 - Transportation Equipment	3	600,000	50	27	0	0	24
3724 - Mfg plane engine/part	2	35,000	0	53	0	0	47
3714 - Mfg car parts	1	600,000	100	0	0	0	0
▾38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	26	400,000	31	11	37	6	15
3823 - Mfg process controls	10	250,000	60	6	0	34	0
3861 - Mfg photograph equip	5	400,000	0	0	86	0	14
3842 - Mfg surgical supplies	4	80,000	52	0	45	3	0
3824 - Mfg fluid meters	3	80,000	0	62	38	0	0
3851 - Mfg ophthalmic goods	3	10,000	22	0	0	0	78
3825 - Mfg electric test prd	1	1,000	50	0	50	0	0
▾42 - Motor Freight Transportation and Warehousing	19	200,000	53	32	0	0	15
4213 - Trucking non-local	19	200,000	53	32	0	0	15
▾45 - Transportation by Air	1	1,000	100	0	0	0	0
4513 - Air courier service	1	1,000	100	0	0	0	0
▾47 - Transportation Services	10	250,000	30	35	1	33	1
4731 - Arrange	10	250,000	30	35	1	33	1

cargo transpt							
48 - Communications	20	45,000	64	0	0	36	0
4813 - Telephone communictns	15	45,000	92	0	0	7	1
4812 - Radiotelephone commun	4	7,500	100	0	0	0	0
4833 - Television station	1	7,500	0	0	0	100	0
49 - Electric, Gas and Sanitary Services	18	200,000	88	13	0	0	0
4911 - Electric services	17	200,000	75	25	0	0	0
4924 - Natural gas distrib	1	1,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	174	900,000	59	14	14	3	11
5063 - Whol electrical equip	42	900,000	54	39	1	1	5
5074 - Whol plumb/hydronics	39	75,000	18	42	24	16	0
5084 - Whol industrial equip	25	250,000	64	4	16	0	16
5085 - Whol industrial suppl	24	750,000	92	4	2	0	2
5065 - Whol electronic parts	13	400,000	60	36	0	4	0
5075 - Whol heating/ac equip	11	20,000	41	9	28	3	19
5051 - Whol metal	7	95,000	28	34	38	0	0
5072 - Whol hardware	2	25,000	50	22	0	28	0
5031 - Whol lumber/millwork	2	10,000	97	3	0	0	0
5023 - Whol homefurnishings	1	750,000	50	50	0	0	0
5082 - Whol const/mine equip	1	50,000	50	0	50	0	0
5083 - Whol farm/garden mach	1	35,000	50	0	0	0	50
5064 - Whol appliances	1	20,000	100	0	0	0	0
5044 - Whol office equipment	1	10,000	100	0	0	0	0
5078 - Whol refrig equip	1	2,500	100	0	0	0	0
5045 - Whol computers/softwr	1	2,500	100	0	0	0	0
5013 - Whol auto parts	1	1,000	0	0	0	0	100

5046 - Whol misc coml equip	1	750	0	0	100	0	0
51 - Wholesale Trade - Nondurable Goods	22	80,000	67	13	13	5	2
5169 - Whol chemicals	10	80,000	50	24	3	20	3
5172 - Whol petroleum prdts	5	35,000	78	0	11	4	7
5113 - Whol service paper	5	20,000	57	41	0	0	2
5199 - Whol nondurable goods	1	25,000	100	0	0	0	0
5149 - Whol groceries	1	2,500	50	0	50	0	0
55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5541 - Gas service station	2	5,000	100	0	0	0	0
5511 - Ret new/used autos	1	40,000	100	0	0	0	0
57 - Home Furniture Furnishings and Equipment Stores	2	6,000,000	100	0	0	0	0
5734 - Ret computer/software	1	6,000,000	100	0	0	0	0
5712 - Ret furniture	1	2,500	100	0	0	0	0
59 - Miscellaneous Retail	11	15,000	40	0	0	0	60
5999 - Ret misc merchandise	7	15,000	20	0	0	0	80
5943 - Ret stationery	3	7,500	100	0	0	0	0
5983 - Ret fuel oil dealer	1	5,000	0	0	0	0	100
60 - Depository Institutions	6	10,000	61	0	39	0	0
6021 - Natnl commercial bank	6	10,000	61	0	39	0	0
61 - Nondepository Credit Institutions	8	300,000	33	44	0	0	24
6153 - Short-trm busn credit	6	300,000	60	40	0	0	0
6159 - Misc business credit	2	1,000	5	47	0	0	48
73 - Business Services	41	5,000,000	54	31	12	2	2
7359 - Misc equipment rental	11	200,000	45	17	36	1	1
7361 - Employment agency	7	5,000,000	91	9	0	0	0

7389 - Misc business service	6	1,000	44	0	24	16	16
7381 - Detective/guard svcs	5	400,000	46	27	27	0	0
7363 - Help supply service	5	200,000	99	1	0	0	0
7372 - Prepackaged software	3	100,000	27	68	5	0	0
7353 - Hvy const eqpt rental	3	5,000	26	74	0	0	0
7373 - Computer system desgn	1	600,000	50	50	0	0	0
75 - Automotive Repair, Services and Parking	1	50	0	0	100	0	0
7513 - Truck rental/leasing	1	50	0	0	100	0	0
76 - Miscellaneous Repair Services	1	2,500	100	0	0	0	0
7694 - Armature rewinding	1	2,500	100	0	0	0	0
83 - Social Services	2	2,500	100	0	0	0	0
8322 - Family social service	2	2,500	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	22	300,000	42	31	2	20	5
8744 - Facilities support	5	300,000	50	29	16	5	0
8734 - Testing laboratory	5	80,000	50	3	0	47	0
8742 - Management consulting	4	1,000	69	0	0	0	31
8748 - Business consulting	3	55,000	20	40	0	37	3
8711 - Engineering services	2	100,000	100	0	0	0	0
8741 - Management services	2	20,000	6	44	0	50	0
8721 - Accounting services	1	500	0	100	0	0	0
91 - Executive Legislative and General Government except Finance	1	2,500	100	0	0	0	0
9111 - Executive office	1	2,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	24	100,000	100	0	0	0	0

9311 - Public finance	**24**	**100,000**	**100**	**0**	**0**	**0**	**0**
94 - Administration of Human Resource Programs	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
9431 - Admin public health	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
96 - Administration of Economic Programs	**1**	**100**	**100**	**0**	**0**	**0**	**0**
9611 - Admin economic prgm	**1**	**100**	**100**	**0**	**0**	**0**	**0**
99 - Nonclassifiable Establishments	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**
9999 - Nonclassified	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/22	Pays Promptly	N30	5,000	0	0	1
06/22	Pays Promptly	N30	2,500	0	0	1
06/22	Pays Promptly	N30	1,000	500	0	1
06/22	Pays Promptly	N30	750	750	0	1
06/22	Pays Promptly	-	250	250	0	1
06/22	Pays Slow 60+	N30	5,000	5,000	5,000	Between 2 and 3 Months
06/22	Pays Slow 30-90+	-	55,000	0	0	Between 2 and 3 Months
06/22	Pays Slow 90+	-	7,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N90	5,000,000	3,000,000	0	1
05/22	Pays Promptly	-	750,000	600,000	0	1
05/22	Pays Promptly	-	250,000	100,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	-	80,000	55,000	0	1
05/22	Pays Promptly	-	40,000	25,000	1,000	1
05/22	Pays Promptly	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	20,000	15,000	0	1
05/22	Pays Promptly	-	10,000	5,000	0	1
05/22	Pays Promptly	-	10,000	10,000	0	1
05/22	Pays Promptly	-	7,500	2,500	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	2,500	750	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	750	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	500	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Promptly	N30	1,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	750	250	0	1
05/22	Pays Promptly	-	500	0	0	1
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	50	0	1
05/22	Pays Promptly	-	50	0	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	50	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 15+	-	5,000	5,000	2,500	1
05/22	Pays Prompt to Slow 30+	-	500,000	500,000	60,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	100,000	80,000	30,000	1
05/22	Pays Prompt to Slow 30+	-	85,000	25,000	25,000	1
05/22	Pays Prompt to Slow 30+	-	55,000	2,500	500	1
05/22	Pays Prompt to Slow 30+	-	20,000	7,500	1,000	1
05/22	Pays Prompt to Slow 30+	-	20,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 30+	-	2,500	750	250	1
05/22	Pays Prompt to Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	2,500	50	1
05/22	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	250	250	Between 2 and 3 Months
05/22	Pays Prompt to Slow 90+	-	750	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 90+	-	70,000	40,000	10,000	1
05/22	Pays Prompt to Slow 120+	-	5,000	2,500	1,000	1
05/22	Pays Prompt to Slow 150+	N30	40,000	20,000	15,000	1
05/22	Pays Prompt to Slow 180+	N30	250,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	10,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 30+	-	2,500	500	50	1
05/22	Pays Slow 30+	-	50	0	0	Between 2 and 3 Months
05/22	Pays Slow 60+	-	75,000	50,000	10,000	-
05/22	Pays Slow 60+	-	1,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Slow 60+	-	100	100	100	-
05/22	Pays Slow 30-60+	-	20,000	2,500	2,500	-
05/22	Pays Slow 90+	-	7,500	7,500	7,500	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 90+	-	2,500	2,500	1,000	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 30-120+	N30	10,000	2,500	1,000	1
05/22	Pays Slow 120+	-	50	50	50	-
05/22	Pays Slow 60-180+	-	1,000	1,000	1,000	-
05/22	Placed for collection	-	0	2,500	2,500	-
05/22	-	Sales COD	0	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	103	US$ 222,300
Payment record unknown	14	US$ 419,350
Unfavorable comments	1	US$ 2,500
Placed for collections	5	US$ 0
Total in D&B's file	715	US$ 64,846,750

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

GLOBAL ULTIMATE

Company	City , Country or Region	D-U-N-S® NUMBER
TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY	**SWORDS , IRELAND**	**98-503-3590**

DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	**PISCATAWAY , New Jersey**	**96-330-6712**

PARENT

Company	City , State	D-U-N-S® NUMBER

TRANE INC.	PISCATAWAY , New Jersey	19-144-4587

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AMERICAN STANDARD LEASING INC	NASHVILLE , Tennessee	03-059-3599
THE TRANE COMPANY	LA CROSSE , Wisconsin	07-027-2299
A-S ENERGY, INC	NEW YORK , New York	10-328-6373
TRANE PUERTO RICO INC.	SAN JUAN , Puerto Rico	78-434-8349
AMERICAN STANDARD INTERNATIONAL INC.	PISCATAWAY , New Jersey	79-434-2063
TRANE INDIA LTD.	DAVIDSON , North Carolina	84-836-8002
TWENTYTHREEC, LLC	DAVIDSON , North Carolina	11-751-8021
TRANE CO	COLUMBIA , South Carolina	04-484-4910

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Arctic Cool Chillers Limited	BRAMPTON , CANADA	20-295-1331
TRANE DISTRIBUTION PTE. LTD.	SINGAPORE , SINGAPORE	59-533-2230
SERVICE FIRST (UNITARY) (PTY) LTD	RANDBURG , SOUTH AFRICA	53-917-1709

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
TRANE U.S. INC.	CHATTANOOGA , Tennessee	00-103-5257
TRANE U.S. INC.	SAINT PAUL , Minnesota	00-521-1326
TRANE U.S. INC.	SHELTON , Connecticut	00-771-5048
TRANE U.S. INC.	CUPERTINO , California	01-092-8398
TRANE U.S. INC.	BRIDGETON , Missouri	01-594-2030
TRANE U.S. INC.	WESTBROOK , Maine	01-702-4402
TRANE U.S. INC.	FISHERS , Indiana	01-797-6890
TRANE U.S. INC.	ROANOKE , Virginia	01-811-2347
TRANE U.S. INC.	OMAHA , Nebraska	01-840-0783
TRANE U.S. INC.	PEORIA , Illinois	01-840-1013
TRANE U.S. INC.	ASHLAND , Virginia	01-840-2201
TRANE U.S. INC.	SUNNYVALE , California	01-840-2789

TRANE U.S. INC.	OAKLAND , California	01-840-3365
TRANE U.S. INC.	SANTA ROSA , California	01-840-3738
TRANE U.S. INC.	ANCHORAGE , Alaska	01-840-4264
TRANE U.S. INC.	SOUTH BEND , Indiana	01-840-4280
TRANE U.S. INC.	FORT WAYNE , Indiana	01-840-4603
TRANE U.S. INC.	SIOUX FALLS , South Dakota	01-840-4801
TRANE U.S. INC.	SPOKANE VALLEY , Washington	01-840-5337
TRANE U.S. INC.	PERRYSBURG , Ohio	01-840-6020
TRANE U.S. INC.	NEW CASTLE , Delaware	01-840-7234
TRANE U.S. INC.	SANTA CRUZ , California	01-834-8420
TRANE U.S. INC.	LEXINGTON , Kentucky	01-865-1237
TRANE U.S. INC.	FLINT , Michigan	01-817-0006
TRANE U.S. INC.	GREAT FALLS , Montana	01-817-0451

This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
FELLON-MCCORD & ASSOCIATES, LLC	LOUISVILLE , Kentucky	79-602-2796
HOUSTON TRANE, INC.	LUBBOCK , Texas	78-304-5094
STANDARD TRANE INSURANCE COMPANY	BURLINGTON , Vermont	61-959-8308
AMERICAN SOCIETY OF HEATING	GREENVILLE , South Carolina	07-254-3171

AFFILIATES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
R&O Immobilien GmbH	OBERHAUSEN , GERMANY	31-250-4949
Trane S.A.	Romont FR , SWITZERLAND	48-785-9605
Trane Logistica, S. A. de C. V.	NAUCALPAN , MEXICO	81-251-3562
Industria Cerámica del Centro, S.A. de C.V.	NAUCALPAN , MEXICO	81-251-3604

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**1** Latest Filing: 10/27/2017	**10** Latest Filing: 10/24/2020	**7** Latest Filing: 03/16/2020	**421** Latest Filing: 02/07/2022

EVENTS

Judgement - Court Judgement

Filing Date	10/27/2017
Filing Number	SC 000879 17
Status	Unsatisfied
Date Status Attained	10/27/2017
Received Date	10/30/2017
Award	US$ 336
Debtors	TRANE US INC, TYLER, TX
Creditors	GLOBAL CURRENCY SERVLLC, MORRISVILLE, PA
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF MERCER COUNTY, TRENTON, NJ

Lien - Tax Lien

Filing Date	10/24/2020
Filing Number	30011846
Status	Open
Date Status Attained	10/24/2020
Received Date	12/02/2020
Amount	US$ 15,097
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	08/25/2020
Filing Number	12330328
Status	Open
Date Status Attained	08/25/2020
Received Date	09/30/2020
Amount	US$ 12,716
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/14/2020
Filing Number	1842539
Status	Open
Date Status Attained	07/14/2020
Received Date	10/26/2020
Amount	US$ 25
Debtors	TRANE US INC AND OTHERS
Creditors	BALDWIN COUNTY SALES & USE TAX DEPARTMENT
Court	BALDWIN COUNTY RECORDER OF DEEDS, BAY MINETTE, AL

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12288701
Status	Open
Date Status Attained	07/08/2020
Received Date	08/01/2020
Amount	US$ 6,051
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12291891
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 9,965
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12304243
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020

Amount	US$ 9,991
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12320496
Status	Release
Date Status Attained	10/16/2020
Received Date	12/02/2020
Amount	US$ 270,728
Debtors	TRANE COMPANY THE, RUSHVILLE, IN
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12321979
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 6,674
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	02/20/2020
Filing Number	2470/3411
Status	Open
Date Status Attained	02/20/2020
Received Date	03/19/2020
Amount	US$ 3,410
Debtors	TRANE US INC, NASHVILLE, TN
Creditors	SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Lien - Tax Lien

Filing Date	03/13/2017
Filing Number	2193/2103
Status	Open
Date Status Attained	03/13/2017
Received Date	04/12/2017
Amount	US$ 76,060
Debtors	TRANE U S INC
Creditors	SOUTH CAROLINA DEPARTMENT OF REVENUE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	05/28/2019
Filing Number	2019-016336-CA-01

Status	Pending
Date Status Attained	05/28/2019
Received Date	06/01/2019
Plaintiffs	DEAUVILLE HOTEL PROPERTY LLC
Defendant	TRANE USA, INC., MIARAMAR, FL
Defendant	AND OTHERS
Court	DADE COUNTY CIRCUIT COURT, MIAMI, FL

Suit

Filing Date	01/02/2019
Filing Number	201801203530
Status	Pending
Date Status Attained	01/02/2019
Received Date	01/04/2019
Cause	Breach Of Contract
Plaintiffs	HUNTER ROBERTS CONSTRUCTION GROUP, LLC, PHILADELPHIA, PA
Defendant	TRANE U.S., INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/29/2015
Filing Number	201500013014
Status	Pending
Date Status Attained	07/29/2015
Received Date	07/08/2016
Plaintiffs	JEWISH COMMUNITY CENTER OF GREATER PITTSBURGH, PITTSBURGH, PA
Defendant	TRANE, PITTSBURGH, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	10/02/2014
Filing Number	201400904451
Status	Pending
Date Status Attained	10/02/2014
Received Date	07/08/2016
Plaintiffs	SULLIVAN JR., GERALD G, CHICAGO, IL
Defendant	TRANE U.S. INC.
Defendant	AND OTHERS

Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/19/2014
Filing Number	2014CV000423
Status	Pending
Date Status Attained	03/19/2014
Received Date	07/08/2016
Plaintiffs	VILLAGE OF PLEASANT PRAIRIE, PLEASANT PRAIRIE, WI
Defendant	TRANE US INC, LA CROSSE, WI
Defendant	AND OTHERS
Court	KENOSHA COUNTY CIRCUIT COURT, KENOSHA, WI

UCC Filing - Continuation

Filing Date	08/17/2018
Filing Number	1876644645
Received Date	08/20/2018
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	2018 3692833
Received Date	07/10/2018
Collateral	Account(s) including proceeds and products - Assets including proceeds and products - Machinery including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	52812503
Received Date	07/03/2018

Collateral	Assets including proceeds and products - General intangibles(s) including proceeds and products - Fixtures including proceeds and products - Equipment including proceeds and products
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	10/30/2017
Filing Number	2017 7164371
Received Date	12/01/2017
Collateral	Account(s) and proceeds - Leased Equipment and proceeds
Secured Party	MARLIN BUSINESS BANK, SALT LAKE CITY, UT
Debtors	TRANE U.S. INC., GREENVILLE, SC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/28/2017
Filing Number	2017 6463753
Received Date	11/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	2017 5876401
Received Date	10/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	52394102
Received Date	09/26/2017

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING &. CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	07/05/2017
Filing Number	170023207385
Received Date	07/18/2017
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Account(s) and proceeds - Contract rights and proceeds - and OTHERS
Secured Party	COMMERCE NATIONAL BANK., A BRANCH OF LUBBOCK NATIONAL BANK, LUBBOCK, TX
Debtors	PEARL HOUSTON MEDICAL CENTER LLC, HOUSTON, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744858
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744684
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	04/08/2014
Filing Number	1474064778
Received Date	04/25/2014
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	02/10/2014
Filing Number	147398867164
Received Date	02/28/2014
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - and OTHERS
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

SPECIAL EVENTS

Date	Event Description
02/24/2022	**The Chief Executive Officer is now Dave Regnery, CEO.**
02/17/2022	**Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.**

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

Business Commenced On
1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
PISCATAWAY, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

SIC
35850101

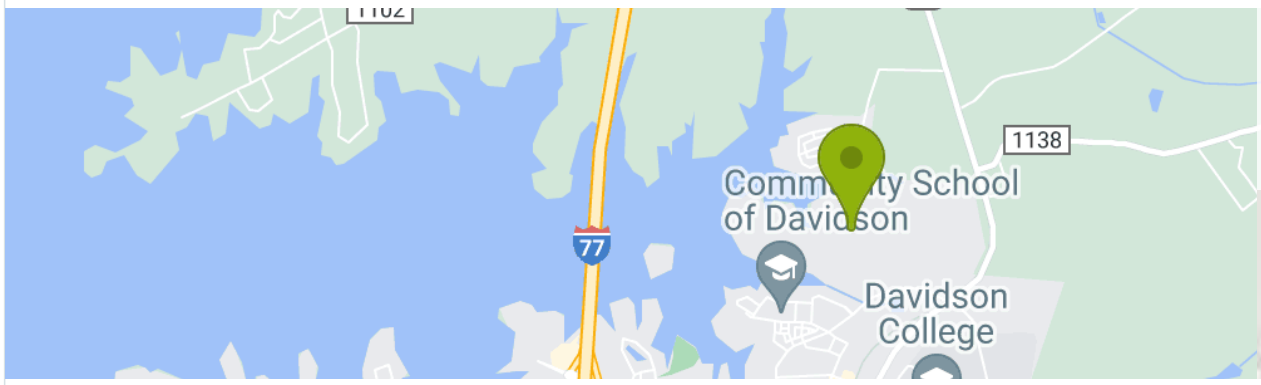
NAICS
333415

Employees
6,500

Age (Year Started)
93 Years (1929)

Named Principal
Dave Regnery, CEO

Line of Business
Mfg refrigeration/heating equipment



Street Address:
800-e Beaty St,
Davidson, NC, 28036,
United States Of America

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2019-08-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TRANE U.S. INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	03/26/1929
Registration ID	255803
Registration Status	GOOD STANDING

Date Status Attained	03/02/2017
Filing Date	03/26/1929
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	251 LITTLE FALLS DRIVE, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

DAVE REGNERY, CEO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02/24/2022

The Delaware Secretary of State's business registrations file showed that Trane U.S. Inc. was registered as a Corporation on March 26, 1929, under the file registration number 255803. The name was changed from American Standard Inc. to Trane U.S. Inc. by charter amendment on November 8, 2007.

Business started 1929. 100% of capital stock is owned by the parent company.

All of its outstanding common stock is owned by Trane Inc (Formerly : American Standard Companies Inc, name changed in Nov 1994 from ASI Holding Corporation) that was formed in 1988 by Kelso & Company LP to effect the acquisition of American Standard Inc.

On June 5, 2008 Trane was acquired by Ingersoll-Rand for $10.1 billion.

RECENT EVENTS:.

On July 5, 2012, Mary Beth Martin, Productivity Manager for Americas Accounting, stated that Trane Comfort Solutions, Inc., Piscataway, NJ, has merged with and into Trane U.S., Inc., Piscataway, NJ, last July 1, 2012. With the merger, Trane Comfort Solutions, Inc. has ceased to exist as a legal entity, and all its branches would now operate as Trane U.S., Inc. locations. No further details are available.

DAVE REGNERY. July 2021-present active here.

According to a published report dated May 29, 2009, the Massachusetts Attorney General Martha Coakley's Office has reached an agreement with Trane U.S. Inc, of Piscataway, New Jersey, and its treasurer, David S Kuhl, for violating the Massachusetts Wage and Hour Laws.

As part of the settlement agreement, Trane and Kuhl will pay $38,000 in restitution to 15 employees who worked on numerous public projects in Massachusetts between Aug 2005 and May 2009. The company and Kuhl also agreed to pay a $10,000 fine to the Commonwealth for failing to pay the prevailing wage and failing to submit certified payroll records in violation of the law.

Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/24/2022

Business Information

Trade Names	(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ); TRANE

Business Information

Description	Subsidiary of TRANE INC., PISCATAWAY, NJ started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has seven other subsidiary(ies). Intercompany relations: service transactions on a ongoing and continuing basis. As noted this company is a subsidiary of Trane Inc., Piscataway, NJ. DUNS 19-144-4587 and reference is made to that report for background information on the parent company and its management. Manufactures air conditioning, refrigeration or heating equipment, specializing in air conditioning units, complete air conditioning equipment, air conditioning condensers or condensing units and heating equipment. Manufactures fans, blowers and air purification equipment, specializing in commercial or industrial ventilating fans. Manufactures environmental controls, specializing in air conditioning or refrigeration controls. Manufactures electric housewares and fans, specializing in room dehumidifiers. Terms are Net 30 and 60 days. Brands include Trane and American-Standard. Sells to building and construction industries. Territory : International.
Employees	6,500 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Facilities	Leases premises in a multi story steel building.
Location	Central business section on main street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
3585	Mfg refrigeration/heating equipment	-
35850101	Air conditioning units, complete: domestic or industrial	-
35850100	Air conditioning equipment, complete	-
35850401	Air conditioning condensers and condensing units	-
35850300	Heating equipment, complete	-
35640205	Ventilating fans: industrial or commercial	-
38220100	Air conditioning and refrigeration controls	-
36340303	Dehumidifiers, electric: room	-

NAICS Codes	NAICS Description
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing

NAICS Codes	NAICS Description
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
335210	Small Electrical Appliance Manufacturing

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Application - #FCLQQNBEK	Booked	10/09/2014
BRADY PARTS INC 9312227	ACCOUNT - #36032-0089	No Action Recommended	04/02/2015
TRANE PARTS CENTER OF ARKANSAS	ACCOUNT - #34065-0456	No Action Recommended	04/02/2015
DES MOINES TRANE	ACCOUNT - #72610-0456	No Action Recommended	04/02/2015
TRANE HVAC PARTS & SUPPLIES	ACCOUNT - #111753-0456	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0457	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0456	No Action Recommended	04/02/2015
TRANE COLUMBUS	Application - #FCH9AEC68	Declined	04/27/2015
Trane US Inc	Application - #FCPDFF88K	Declined	09/21/2015
TRANE COMPANY - WACO PLANT	ACCOUNT - #124380-0456	No Action Recommended	06/27/2016
Trane us inc	Application - #FCNDD8HCGY	Declined	12/13/2016
TRANE COMPANY - DIVISION OF INGERSOLL RAND	Application - #FCN8ALKD4Y	Declined	10/19/2017

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Snapshot D-U-N-S Number 00-134-4621	Saved	10/25/2017
MID MICHIGAN TRANE SERVICE CO	ACCOUNT - #106747-0456	No Action Recommended	08/18/2018
TAMPA BAY TRANE	Application - #FCN6H3XAEX	Declined	12/31/2018
TRANE - INGERSOLL RAND	Application - #FCNYWEL4PB	Approved	03/08/2019
trane technologies	Application - #FCCXAYDWTH	Approved	06/01/2021
TRANE U.S. INC.	Application - #FCC5QYV8NE	Approved	08/16/2021
Trane US Inc	Application - #FCCTPQVYPN	Approved	03/18/2022

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *
Kevin.Celestine@tranetechnologies.com

Sales Representatives

Credit Limit
0

Total Outstanding
0

Last Login : 05/02/2022 10:24:21 AM

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Appendix 3

Exhibit B – Administration Agreement, Example

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 8 day of July 20 22 between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and **Trane U.S. Inc.** ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. 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 Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 2 percent (2%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. 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.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

TRANE U.S. INC.	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature
Greg Spencer	Sarah Vavra
Name	Name
Strategic Cooperative Program Leader	Sr. Vice President, Public Sector Contracting
Title	Title
July 8, 2022	
Date	Date

Appendix 4

Exhibit F – Federal Funds Certifications

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. 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.

(d) Reporting requirement.

(1) 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 Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) 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.

(ii) 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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number:

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address:
gsspencer@trane.com

Signature of Authorized Representative: _____ Date: **July 8, 2022**

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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a bid, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

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 as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 Federal agency or loan/grant recipient 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.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. 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 Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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 who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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, **Trane U.S. Inc.**, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Greg Spencer

Name and Title of Contractor's Authorized Official

July 8, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. 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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. 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/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

ii. 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.

iii. 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

c. "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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number: _____

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address: **gsspencer@trane.com**

Signature of Authorized Representative: 

Date: **July 8, 2022**

Appendix 5

Exhibit G, New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the IFB. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Trane U.S. Inc. New Jersey Branch

Organization Address: 19 Chapin Road Building B Suite 200, Pine Brook NJ 07058

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher Baker	Title:	Area General Manager Trane New Jersey
Signature:		Date:	7/18/22

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Morris ss:

I, Christopher Baker (name of affiant) residing in Pine Brook (name of municipality)
in the County of Morris and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Area General Manager New Jersey (title or position) of the firm of Trane U.S. Inc. New Jersey Branch (name of firm)

_____ the bidder making this Proposal for the bid

entitled Racine County, RFB-RC2022-1001-0-2022/DM (title of bid proposal); and that I executed the said proposal with full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Racine County (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 Trane U.S. Inc.

Subscribed and sworn to

before me this day

_____
Signature

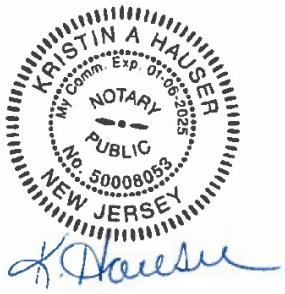
July 18th, 2022

Christopher Baker
(Type or print name of affiant under signature)

Morris County, NJ
Notary public of

My Commission expires 1/6/25

(Seal)



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Trane U.S. Inc. New Jersey Branch

Street: 19 Chapin Road, Building B Suite 200

City, State, Zip Code: Pine Brook, New Jersey 07058

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **Provided on the following page.**

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.

7/18/22 — ***Date***

Christopher Baker, Area General Manager Trane New Jersey — ***Authorized Signature and Title***

Version April 12, 2022

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

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

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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - 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:

- 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- 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:	Trane U.S. Inc. New Jersey Branch		
Address:	19 Chapin Road, Building B Suite 200		
City:	Pine Brook	State: NJ	Zip: 07058

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.

*

	Christopher Baker	Area General Manager Trane New Jersey
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)

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 THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

*It is the policy of Trane U.S. Inc. to comply with all laws of the U.S. and certain other countries that set strict limits on contributions by corporations to political parties and candidates. Trane U.S. Inc. chooses to focus corporate charitable contributions on non-political areas of interest. Trane U.S. Inc. and its subsidiaries do not support contributions to, nor does it sponsor employee involvement with, political organizations, candidates, public office holders, fraternal or labor organizations, or any cause that is inconsistent with the letter and spirit of the company's Code of Conduct and values. Employees may not make any direct or indirect political contribution or expenditure on behalf of Ingersoll Rand or any of its related companies, unless authorized in writing by Ingersoll Rand's Government and Public Affairs Office or the Ethics and Compliance Group.

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 ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ 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 18 day of July, 2022

(Notary Public)

My Commission expires:

KRISTIN A HAUSER NOTARY PUBLIC NEW JERSEY

K Hauser

(Affiant)

Kristin Hauser, Contracting Project Administrator

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Racine County, RFB-RC2022-1001-0-2022/DM

VENDOR NAME: **Trane U.S. Inc. New Jersey Branch**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

07/19/2022
Date

Christopher Baker
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Provided on following page

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TRANE U.S. INC.
Trade Name:	
Address:	1 CENTENNIAL PLAZA PO BOX 6820 PISCATAWAY, NJ 08855-6820
Certificate Number:	0091327
Effective Date:	January 09, 1939
Date of Issuance:	July 14, 2015

For Office Use Only:

20150714091648948

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report **Provided on following page**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Christopher Baker Title: Area General Manager Trane New Jersey

Signature: _____ Date: 7/18/22

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFB-RC2022-1001-0-2022/DM **VENDOR/BIDDER:** Trane U.S. Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — Date: 7/18/22

Christopher Baker, Area General Manager Trane New Jersey

Print Name and Title

Version April 12, 2022

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.

TRANE U.S. INC.

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) ▶ _____

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) 5

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.

800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code

DAVIDSON, NC 28036

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	5	–	0	9	0	0	4	6	5

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 ▶ _____ Date ▶ 1/4/2022

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.*

CITY COUNCIL AGENDA ITEM

Memo Date:	August 25, 2026
Agenda Date:	September 8, 2026
File ID:	2026-765
Prepared By:	Kimberley Ross, Administrative Assistant
Through:	Katherine Ennis, Deputy Utilities Director John Walsh, Utilities Director
Requested Action:	Approve Task Order 2027-70 with Jacobs Engineering Group (Jacobs) for Program Management Services in the amount of $697,168, Project No. WS1221, and Task Order 2027-71 for Plan Review Services to include Engineering Land Development Review in the amount of $308,391, Project No. WS1221; Pending Approval of the FY2027 Budget.

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms. On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, Council approved the first amendment to the Agreement. The First Amendment initiated the first two-year renewal option, extending the term of the Agreement through February 4, 2025.

On August 27, 2024, Council approved the Second Amendment to the Agreement. The Second Amendment initiated the second and final two-year renewal option, extending the term of the Agreement through February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of $7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Staff is requesting City Council approval of these task orders under this Continuing Services Agreement (CSA), pending approval of the FY2027 Budget. The following are the task orders and scopes of services:

Task Order 2027-70 - FY2027 Program Management Services for Cocoa Utilities CIP Projects. The purpose of this task order is to provide program management and

administration services, program design management and project support, technical and regulatory support, construction inspection support, utility information management systems support, and program website. The total 2027-70 cost of this task order is $697,168.

Task Order 2027-71 – FY2027 Plan Review, Permitting Assistance and Utility Support. The purpose of this task order is to provide plan review services, permitting assistance and utility support. The total cost of this task order is $308,391.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Pending the Adoption of the FY27 budget

Source/Use of Funds
Task Order 2027-70
Amount Requested $697,168
Account Number 424-4055-536.63-00, WS1221
Account Name Infrastructure
Source of Funds: Operating Revenue

Task Order 2027-71
Amount Requested $308,391.00
Account Number 421-4055-536.31-03, WS1221
Account Name Infrastructure
Source of Funds: Operating Revenue

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approve Task Order 2027-70 with Jacobs Engineering Group (Jacobs) for Program Management Services in the amount of $697,168, Project No. WS1221, and Task Order 2027-71 for Plan Review Services to include Engineering Land Development Review in the amount of $308,391, Project No. WS1221; Pending Approval of the FY2027 Budget.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for Water System	2027-70
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/24/26 City Bid Number: RFQ-20-03-COC AMOUNT: $ 697,168.00

Vendor Name: Jacobs Engineering Quote/Proposal Number:

Dept. Number/Division Name: Util/4055

Project Name: FY27 Program Management Services for Cocoa Utilities Project Number: WS1221

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

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects for FY27. Anticipated on the 9/8/26 council agenda for approval.

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
DN: cn=Katherine Ennis, ou=Utilities
Date: 2026.08.24 13:24:32 -04'00'

Requestor

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov
Date: 2026.08.25 10:46:10 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-70

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale
Digitally signed by Brian Dale
DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov
Date: 2026.08.27 10:53:12 -04'00'

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 2027-70

FY 2027 Engineering Services for the Water System – Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2027 (FY 2027) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2026 through September 30, 2027. Services proposed by JACOBS Engineering Group Inc. (JACOBS or Engineer) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and second Amendment dated July 23, 2024.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of JACOBS' Program Management Team (PMT) staff will be the responsibility of JACOBS' Program Manager, who will receive input from the Cocoa Utilities Director and Deputy Director. The following tasks, services, meetings, and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Monthly Progress Report (MPR) –** The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings –** The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2027 Validation and FY2028-2032 Capital Improvement Plan Update

As part of the 2018 and 2025 Water Capital Plan Updates, an annual process was updated that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2025 Capital Plan prioritization processes and weighting will be used for this FY2028 CIP update between January 2027 and March 2027. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2026 budget adjustment based on re-validation results and FY2026 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2027 which includes a re-baselined CIP schedule.
3. Allocation of FY2026 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2028-2032 time period, coordinated through City's Utility Department.
5. Summary report for the FY2028 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost, and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained, and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by JACOBS and included the validated capital projects. The MPS was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverable will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director and Deputy Director the MPS for the projects listed in Attachment A for review.
- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert JACOBS Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa Utilities has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on JACOBS servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)
- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2027 budget adjustment recommendation
- Updated capital plan database, re-baselined schedule

Task 2 – Program Design Management and Project Support

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning –** Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight –** Monitor the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration –** Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

The Program Design Management Team (DM-T) will provide design project management and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and JACOBS will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or JACOBS. These assignments are identified in Attachment B and were utilized in estimating JACOBS' level of effort for this Task specifically.

As described below, activities are aligned with general program level design management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa Utilities.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, monitor change and, in general, assess if the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition

Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, and review consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding Phase

This task includes DM-T responsibilities related to program bidding activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. The City shall make final selection of successful bidder. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.

Technical Assistance

JACOBS will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices

Task 3-Technical and Regulatory Support

JACOBS will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. JACOBS will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. JACOBS will provide engineering support related to the assessment, testing and optimization of water supply, treatment and distribution operations.

When the City requests technical or regulatory support, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

Task 4 – Construction Inspection Support

Cocoa Utilities has requested construction inspection services on an as-need basis for capital and treatment/storage/pumping related projects. When the City requests construction inspection services, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

As described below, activities are aligned with general construction management services and coordination as well as management of general contractors contracted with Cocoa Utilities. This task includes DM-T responsibilities related to program construction activities including, but not limited to:

- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.

- Review progress on submittal review by the design consultant and contractor
- Review of construction pay applications and schedule updates
- Attendance at monthly construction meetings
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

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 City and/or the construction contractor or other entities, and do not relieve the construction contractor 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.

JACOBS and JACOBS' 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 JACOBS' own personnel.

The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project, this will be provided by contractor as part of their bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

JACOBS will provide as-needed Geographic Information System (GIS) and information management support services to the Utility. Types of support activities may include but is not limited to; further development and implementation of best management practices, development of a GIS strategic plan, support to field operations with implementation of InfoWater and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility, assistance with scanning As-Builts and updating As-Built information into the system as provided by the City.

Task 6 Program Website

Task 6.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2027 baseline information and new projects added to the capital plan for FY2027. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Additional Services

The following additional services may be provided by JACOBS upon authorization through an amendment to this Task Order by the City and agreement on compensation to JACOBS.

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.

- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

JACOBS and JACOBS' personnel have no authority to exercise any control over any 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 contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

General Task Order Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

Any review by JACOBS of design prepared by a third- party shall be for general conformance with the design intent, drawings, and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. JACOBS does not assume any liability associated with the City's staff in the execution of their work.

As-built drawings may not represent the exact location, type of various components, or exact manner in which the project was finally constructed. JACOBS is not responsible for errors, omission, accuracy, or completeness of the information incorporated into the as-built drawings.

Recommendations by JACOBS to City for periodic construction progress payments to the construction contractor will be based on JACOBS' knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by JACOBS to ascertain that the construction contractor have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that JACOBS has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between City and the construction contractor that affect the amount that should be paid.

Schedule

This Task Order covers the period from date of October 1, 2026 through September 30, 2027.

Subconsultants

Should the need arise to perform website maintenance or upgrades, JACOBS may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 6.2 above.

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 in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 Program Management and Administration	1,362	$284,958
TASK 2 Program Design Management and Project Support	216	$36,950
TASK 3 Technical and Regulatory Support	1,250	$230,900
TASK 4 Construction Inspection Support	80	$14,340
TASK 5 Utility Information Management Systems Support	520	$117,600
TASK 6 Program Website	72	$10,920
EXPENSES & SUBCONSULTANTS	N/A	$1,500
Grand Total	**3,500**	**$697,168**

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 the PMT and the City.

Attachments

Attachment A –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group Inc.

By _____
Francois Didier Menard

Title Vice President

Date 8/24/2026

City of Cocoa FY2027 Program Management for OR Funded Projects
Task Order 2027-70 Labor Hour Breakdown - 07/23/2026

		Per Diem Schedule Description									
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	TASK NAME	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	PROGRAM MANAGEMENT & ADMINISTRATION										
1.1	Program Management and Administration										
1.1.1	Program Management & Oversight	600	64			20	80	20	12	796	$170,612
1.1.2	FY2027 Validation & CIP Update	100	32			20	80	20	12	264	$46,136
1.2	Program Controls										
1.2.1	Scheduling	135					12			147	$33,165
1.2.2	Cost Control	95					12			107	$23,765
	QA / QC	48								48	$11,280
									Task Subtotals	1,362	$284,958
2	PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT										
	FY27 Support	80	10	10		40	24	40	12	216	$36,950
									Task Subtotals	216	$36,950
3	TECHNICAL & REGULATORY SUPPORT										
	FY27 Support	400	200	200	40	20	200	150	40	1,250	$230,900
									Task Subtotals	1,250	$230,900
4	CONSTRUCTION INSPECTION SUPPORT										
	FY27 Support			60			20			80	$14,340
									Task Subtotals	80	$14,340
5	UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT										
5.1	GIS Support & Training	480					40			520	$117,600
									Task Subtotals	520	$117,600
6	PROGRAM WEBSITE										
	Website Updates	24						48		72	$10,920
									Task Subtotals	72	$10,920
									Labor Total	3,500	$695,668
									Expenses		$1,500
									Subcontracts		$0
									Task Order Total		$697,168

Attachment A

CIP/Utility Projects List for FY27 Program Management Services

PN	FY2027 Operating Revenue Funded Projects
CA2602	Pineda Phase 2
DYET22	Elevated Tower Coating and Structural Repairs
DY26MC	Conceptual Design for Membrane Plant
WS0904	Rehabilitation of Gravity Sewer Main (CIPP)
WS1106	Raw Water Well Rehabilitation (WS-19)
WS1201	Water Pipeline Infrastructure Assessment and Replacement
WS18BR	Banana River Tank Improvements
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST
WS19MH	Manhole Assessment
WS20DW	Dyal Install New Well #17
WS20G2	Indian River Lagoon Septic to Sewer (Zone J)
WS20GS	Indian River Lagoon Septic to Sewer (Zone K)
WS21OZ	WT46 Ozone Improvements
WS21SS	Sellers SCADA Migration Project
WS23BR	Dyal Carbon Dioxide Bulk Tank Replacements
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement
WS23PT	Surface Water Chemical Rehabilitation (Formally New Cal-flo Tank)(Dyal)
WS23RC	Clarifiers 1 and 2 Structural Repairs
WS23RR	Pineda Crossing WM Replacement
WS24CP	Water Capital Plan 5 Year Update
WS24LC	Angelica Osage Utilities Improvements
WS24LI	Rehabilitation & Improvements of Lift Stations
WS24MC	Sellers WRF Replacement of MCCs 7 & 8
WS24OB	Dyal Operations Building Improvements
WS24PB	Dyal Pole Barn
WS24SW	Replacement of Liftstation 1 Seawall
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements
WS24WM	Courtney Parkway Improvements
WS24WP	Friday Road Utilities Improvements
WS25AB / SW22AB	Sellers WRF Air Supply System Upgrades
WS25CR	Camp Road/US 1 Forcemain Replacement
WS25GT	Dyal Washwater Tank Rehabilitation
WS25SL	Dyal Groundwater Sludge Dewatering Facility Replacement
WS25WC	Water Main Crossing, West Central Ave.
WS26GM	Imp. St. Johns Street & Ridgeway Avenue Gravity Main
WS26GM	Improvements to Saint Johns St & Ridgeway Ave Gravity Main
WS26HV	Dyal Jockey High Service Pumps & HSP #4 VFD Replacement
WS26WL	Lift Station 17 Wetwell Lining
WS27AS	Rehabilitation of Sellers WRF Waste Activated Sludge (WAS) Pump Station & Thickener
WS27LC	Dyal Culvert Replacement Wewa Road in Wellfield
WS27LP	Replacement of Lift Station SCADA Electrical Panels
WS27RS	Banana River Repump Station Seawall Rehabilitation
WS27SL	Utilities Operations Campus Site Layout
WS27ST	Dyal Surge Tank Replacement
WS27TM	Sellers Bardenpho Tanks Mixer Upgrades
WS27VB	Victor Road and Bernard Street Manhole Replacements
WS27VI	Water Isolation Valve Installation Program
WS27WS	Wellfield Security
WSFVAR	Forcemain Valves Assessment and Replacement
WSFVAR	Forcemain Valves Assessment and Replacement Program
WSGEMC	Groundwater Exploratory Well for Membrane Concentrate Disposal

Attachment B

CIP/Utility OR Funded Projects List for FY27 Program Management Services

PN	FY2027 Operating Revenue Funded Projects	Phases for FY2027	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
CA2602	Pineda Phase 2	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
DYET22	Elevated Tower Coating and Structural Repairs	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
DY26MC	Conceptual Design for Membrane Plant	Design	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS0904	Rehabilitation of Gravity Sewer Main (CIPP)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1106	Raw Water Well Rehabilitation (WS-19)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1201	Water Pipeline Infrastructure Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18BR	Banana River Tank Improvements	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS19MH	Manhole Assessment	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20DW	Dyal Install New Well #17	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS20G2	Indian River Lagoon Septic to Sewer (Zone J)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20GS	Indian River Lagoon Septic to Sewer (Zone K)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21OZ	WT46 Ozone Improvements	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21SS	Sellers SCADA Migration Project	Design	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS23BR	Dyal Carbon Dioxide Bulk Tank Replacements	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement	Design and Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23PT	Surface Water Chemical Rehabilitation (Formally New Cal-flo Tank)(Dyal)	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RC	Clarifiers 1 and 2 Structural Repairs	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RR	Pineda Crossing WM Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24CP	Water Capital Plan 5 Year Update	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS24LC	Angelica Osage Utilities Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24LI	Rehabilitation & Improvements of Lift Stations	Construction	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24MC	Sellers WRF Replacement of MCCs 7 & 8	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24OB	Dyal Operations Building Improvements	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24PB	Dyal Pole Barn	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24SW	Replacement of Liftstation 1 Seawall	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24WM	Courtney Parkway Improvements	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24WP	Friday Road Utilities Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25AB / SW22AE	Sellers WRF Air Supply System Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25CR	Camp Road/US 1 Forcemain Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25GT	Dyal Washwater Tank Rehabilitation	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS25SL	Dyal Groundwater Sludge Dewatering Facility Replacement	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS25WC	Water Main Crossing, West Central Ave.	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS26GM	Imp. St. Johns Street & Ridgeway Avenue Gravity Main	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS26GM	Improvements to Saint Johns St & Ridgeway Ave Gravity Main	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS26HV	Dyal Jockey High Service Pumps & HSP #4 VFD Replacement	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS26WL	Lift Station 17 Wetwell Lining	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27AS	Rehabilitation of Sellers WRF Waste Activated Sludge (WAS) Pump Station & Thickener	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27LC	Dyal Culvert Replacement Wewa Road in Wellfield	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27LP	Replacement of Lift Station SCADA Electrical Panels	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27RS	Banana River Repump Station Seawall Rehabilitation	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS27SL	Utilities Operations Campus Site Layout	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27ST	Dyal Surge Tank Replacement	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS27TM	Sellers Bardenpho Tanks Mixer Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27VB	Victor Road and Bernard Street Manhole Replacements	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27VI	Water Isolation Valve Installation Program	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS27WS	Wellfield Security	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WSFVAR	Forcemain Valves Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WSFVAR	Forcemain Valves Assessment and Replacement Program	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WSGEMC	Groundwater Exploratory Well for Membrane Concentrate Disposal	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for Water System	2027-71
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/18/26 City Bid Number: RFQ-20-03-COC AMOUNT: $ 308,391.00

Vendor Name: Jacobs Engineering Quote/Proposal Number:

Dept. Number/Division Name: Util/4055

Project Name: FY27 Plan Review, Permitting Assistance & Utility Support Project Number: WS1221

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

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to the Utilities Department and City's Development Review Committee. Services also include providing support to the City's Water Field Operations (WFO) and City Customer Service departments to include review of water meter fee receipts and support related to right of way (ROW) Permit applications from external agencies.

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 DN: cn=Katherine Ennis, ou=Utilities Date: 2026.08.18 09:01:50 -04'00'

Requestor

John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.08.18 09:19:19 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-71

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale — Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.08.18 16:01:26 -04'00'

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 2027-71
FY 2027 City of Cocoa Plan Review, Permitting Assistance and Utility Support

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2026 through September 30, 2027. Services proposed by JACOBS Engineering Group Inc. (JACOBS or Engineer) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and second Amendment dated July 23, 2024.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to Utilities Department and City's Development Review Committee. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from engineers, contractors, developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, the City will provide final review and approval to the applicant. JACOBS will review the Florida Department of Environmental Protection (FDEP) permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email it back to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with WFO to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided back to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, and pre construction fees, , request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, the City will provide final review and approval to the applicant. Upon request, JACOBS will provide the applicant with a letter of acceptance for the project.
- Upon project acceptance and payment of required construction fees, JACOBS will release the applicable work orders for each project. JACOBS will release residential work orders upon request from the Utilities Representative.
- It is assumed meetings for this task will be held at City of Cocoa offices.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City's Water Field Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that needs a right of way (ROW) Permit from an external agency to City's GIS department. JACOBS will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. JACOBS will submit the permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from GIS. Once the permit is released by the external agency, JACOBS notify WFO and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing the City's Utilities Representative and/or Utilities Director with a summary letter listing the infrastructure being proposed to be installed as part of an approved project for cost estimation purposes. The Utilities Representative and/or Utilities Director will have final approval of the summary letter. JACOBS will update expired cost summary letters upon request.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2026 through September 30, 2027.

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 Plan Review Services	1,853	$263,855
TASK 2 Permitting Assistance	124	$15,456
TASK 3 Utility Support	228	$29,080
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	**2,205**	**$308,391**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group Inc.
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date 08/17/2026

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.

FY2027 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2027-71 Labor Hour Breakdown - 07/22/2027

		Per Diem Schedule Description									
		Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Intermed/Tech Senior	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	TASK NAME	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	Plan Review Services										
		245				800	400	400	8	1,853	$263,855
2	Permitting Assistance										
						48	48	20	8	124	$15,456
3	Utility Support										
						100	100	20	8	228	$29,080
									Labor Total	2,205	$308,391
									Expenses		$0
									Subcontracts		$0
									Task Order Total		$308,391

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:

Cane 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	Michael C. Blake 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2026

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752789451 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4938788A	07/01/26	07/01/27	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H08891990	07/01/26	07/01/27	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C7280918A (AOS)	07/01/26	07/01/27	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCF C72809191 (WI)	07/01/26	07/01/27	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 017	07/01/26	07/01/27	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Cindy Kahl. RE: Continuing Engineering Services for Water System. CONTRACT END DATE: 02-04-2027. SECTOR: Public. City of Cocoa, Florida is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa, Florida 351 Schearer Blvd Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/19/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

SUPP (10/00)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			65
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G4938788A	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

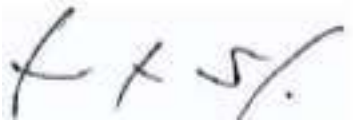
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			42
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08891990	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 515 S. FLOWER STREET, SUITE 4800 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C7280918A
Policy Period 07-01-2026 **TO** 07-01-2027	Effective Date of Endorsement 07-01-2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number **19**
Policy Symbol **EON**	Policy Number **G21655065 017**	Policy Period **07/01/2026 to 07/01/2027**	Effective Date of Endorsement **07/01/2026**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	September 8, 2026
File ID:	2026-719
Prepared By:	Melinda Keesee, Field Operations Technician
Through:	Donnie Howard, Asst. WFO Manager John Walsh, Utilities Director
Requested Action:	Approve Task Order No. 2027-72 with Jacobs Engineering, Inc. based off of requirements contract RFQ-20-03-COC in the amount of $224,880, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Adoption of the FY 2027 Budget

BACKGROUND:

Since 2010, the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment & replacement program, Cross-Connection Control (CCC) inspection/testing/replacement program, and pipeline condition assessment projects. These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs managed by the Water Field Operations (WFO) division.

Proposed Task Order No. 2027-72 is issued under Continuing Contract RFQ-20-03-COC (Professional Engineering Services), which was competitively bid in full compliance with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes § 287.055.

Due to the scope and complexity of these perpetual infrastructure assessment and repair/replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. continue to augment City staff in the form of project and asset management assistance, contractor coordination and documentation of activities, data management and quality control assistance (including review of contractor submitted data and invoices), long-term strategic planning, and safety.

Proposed Task Order No. 2027-72 covers the period from October 1, 2026 through September 30, 2027 with the following engineering services:

- **Task 1 – WFO & CCC Project Management and Asset Management Assistance:**

  Jacobs will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. In addition, Jacobs will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of potable water distribution assets.

- **Task 2 – Cross-Connection Control (CCC) Program (Project WS13BC):**

  Jacobs will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential backflow devices. Jacobs will review Contractor submitted data to verify accuracy and thoroughness and to ensure the proper formatting of data for uploading to the City's GIS database.

Staff recommends approval of Jacobs Engineering, Inc. Task Order No. 2027-72 under Contract RFQ-20-03-COC in the amount of $224,880.00 (pending adoption of the FY 2027 budget).

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Yes
If not budgeted, is amendment / transfer attached? Pending the adoption of the FY27 budget.

Amount Requested: $224,880
Account Number: 421-4025-536.31-03
Account Name: Engineering Services

PREVIOUS ACTION:
On February 26, 2020 City Council approved Task Order 2020-02 with Jacobs to assist

with contractor oversight, quality control, public relations, and data management for the Cross Connection Control Program.

On February 26, 2020 City Council approved Task Order 2020-05 with Jacobs to provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs.

On October 13, 2020 City Council approved Task Order 2021-16 with Jacobs Engineering to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program (Project No. WS13BC).

On September 14, 2021 City Council approved Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

On September 13, 2022 City Council approved Task Order 2023-30 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross-Connection Control Program.

On September 12, 2023 City Council approved Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program.

On September 24, 2024 City Council approved Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program.

On September 9, 2025 City Council approved Task Order No. 2026-58 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program.

RECOMMENDED MOTION:

Approve Task Order No. 2027-72 with Jacobs Engineering, Inc. based off of requirements contract RFQ-20-03-COC in the amount of $224,880, to Provide Assistance with Project and Asset Management, Contractor Coordination and

Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Adoption of the FY 2027 Budget

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Consulting Services for Water Supply, Treatment, Transmission & Distribution	2027-72
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/19/26 City Bid Number: RFQ-20-03-COC AMOUNT: $ 224,880.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: 2027-72

Dept. Number/Division Name: 4025/WFO

Project Name: WFO Support / CCC Support Project Number: WS13BC

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

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair Program and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). Task 1 will provide WFO & CCC Project Management and Asset Management Assistance. Task 2 will provide City personnel with CCC Contractor Coordination and Documentation, Data Management and Quality Control, Strategic Planning, and Safety. This task order will cover services in FY2027.

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)

Melinda Keesee — Digitally signed by Melinda Keesee, DN: cn=Melinda Keesee, ou=Utilities, Date: 2026.08.19 07:26:07 -04'00'

Requestor

John "Jack" Walsh — Digitally signed by John "Jack" Walsh, DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov, Date: 2026.08.19 13:26:09 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-72

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale — Digitally signed by Brian Dale, DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov, Date: 2026.08.27 10:57:27 -04'00'

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 2027-72
FY27 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

Services proposed by Jacobs Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, and second Amendment dated July 23, 2024.

Background

Over the past few years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 WFO & CCC Project Management and Asset Management Assistance

JACOBS will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY27 planning. This task will also include invoicing, status updates, and administrative assistance.

JACOBS will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

After each meeting, JACOBS will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to: GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (infraMAP field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs), and GIS dashboard creation to report and evaluate distribution system related activities.

JACOBS will provide assistance to City Staff in implementation of asset management software and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

JACOBS will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on development of standard operating procedures, review of design documents, oversite and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversite and review of invoices. JACOBS will provide assistance in the quality control processes.

Task 2 – Cross Connection Control Program

Contractor Coordination and Documentation

JACOBS will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential CCC devices. JACOBS will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. JACOBS will assist Utilities Staff with public notifications and updates. In addition, JACOBS will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

Data Management and Quality Control

JACOBS will review Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. JACOBS will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with City Staff on possible solutions and the documentation of any data update processes. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

Strategic Planning

JACOBS will assist City Staff with the planning and implementation of the long-term strategic plan for the CCC Program. JACOBS will assist the City in determining projects, process improvements, and resources required for the implementation of a comprehensive CCC Program. JACOBS will provide coordination and documentation of all planning activities and vendor interactions.

Safety

JACOBS and JACOBS' personnel have no authority to exercise any control over any 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 contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumptions

JACOBS will reasonably rely upon accuracy, and completeness of the information/data provided by the City or other third parties.

Any review by JACOBS of designs or work product prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin on October 1, 2026 or upon City Council approval, whichever is later, and continue through September 30, 2027.

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 in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 WFO & CCC Project and Asset Management Assistance	1,024	$178,130
TASK 2 Cross Connection Control Program	294	$46,530
EXPENSES & SUBCONSULTANTS	N/A	$220
Grand Total	**1,318**	**$224,880**

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 8/24/2026

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
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2026

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752789451 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4938788A	07/01/26	07/01/27	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H08891990	07/01/26	07/01/27	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C7280918A (AOS)	07/01/26	07/01/27	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCF C72809191 (WI)	07/01/26	07/01/27	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 017	07/01/26	07/01/27	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Cindy Kahl. RE: Continuing Engineering Services for Water System. CONTRACT END DATE: 02-04-2027. SECTOR: Public. City of Cocoa, Florida is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa, Florida 351 Schearer Blvd Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/19/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

SUPP (10/00)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			65
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G4938788A	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

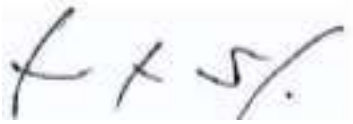
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			42
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08891990	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 515 S. FLOWER STREET, SUITE 4800 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C7280918A
Policy Period 07-01-2026 **TO** 07-01-2027	Effective Date of Endorsement 07-01-2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number **19**
Policy Symbol **EON**	Policy Number **G21655065 017**	Policy Period **07/01/2026 to 07/01/2027**	Effective Date of Endorsement **07/01/2026**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date:	August 13, 2026
Agenda Date:	September 8, 2026
File ID:	2026-712
Prepared By:	Lorraine Williams-Hubbard
Through:	John Walsh, Utilities Director Frank Palmieri, Superintendent
Requested Action:	Approve Change Order #1 to Purchase Order 84423 for H & H Liquid Sludge Disposal, Inc. in the amount of $13,000.00, establishing a total FY26 cost not-to-exceed $138,000.00 utilizing City of Holly Hill Piggyback Agreement RFP #24-WW-01; approve Budget Transfer BAF 2026-094-T to fund Change Order #1; and increase the previously approved FY27 sludge hauling expenditure limitation from $125,000.00 to $162,657.00, subject to adoption of the FY27 operating budget.

BACKGROUND:

On November 12, 2024, City Council approved Agenda Item 24-619, authorizing participation in a multi-year Cooperative Purchase Agreement with H & H Liquid Sludge Disposal, Inc. utilizing City of Holly Hill Contract RFP #24-WW-01 for biosolids removal, hauling, and land-application disposal through June 27, 2027. The Jerry Sellers Water Reclamation Facility produces substantial volumes of biosolids annually that must be continuously removed and hauled to an approved Florida Department of Environmental Protection disposal facility to maintain plant capacity, regulatory compliance, and process efficiency. While operational sludge removal volumes are estimated at the beginning of each fiscal year, actual production fluctuates based on influent wastewater flows, rainfall, biological processing demand, and system solids management.

Over the past ten months of FY26, the Jerry Sellers plant required 91 sludge hauling events by H & H Liquid Sludge Disposal, Inc. to maintain compliant operations. Due to this increased volume demand, the remaining encumbered balance on Purchase Order 84423 is $14,004.00, which is insufficient to cover required hauling operations through the end of the fiscal year on September 30, 2026. To prevent operational disruptions or potential regulatory compliance issues prior to fiscal year-end, Change Order #1 in the amount of $13,000.00 is necessary to increase the total FY26 authorized encumbrance from $125,000.00 to $138,000.00. Budget Transfer BAF 2026-094-T will reallocate available operating funds to cover this shortfall.

Additionally, the original agreement with H&H Sludge Hauling approved by City Council anticipated up to $125,000 to meet sludge hauling needs (Agenda 24-619 November 12, 2024). Based on current plant production trends and projected hauling frequencies required for the upcoming year, staff has re-evaluated operational requirements for FY27. To align encumbrances with actual plant output and avoid mid-year shortfalls, staff requests an adjustment to the previously approved FY27 annual cost cap from

$125,000.00 to $162,657.00, pending final adoption of the FY27 operating budget. A new purchase order will be created in FY27 for $162,257.00.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

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

FY26 (BAF-26-0094-T)

Account Number	Amount
421-4120-536-46-00	($4,500)
421-4120-536-46-02	($3,000)
421-4120-536-52-00	($5,500)
421-4120-536-34-00	13,000

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $13,000
Original Purchase Order Amount: $125,000

FY27 Subject to budget adoption

Account Number	Amount
421-4120-536-34-00	162,657

PREVIOUS ACTION:
City Council previously took action on November 12, 2024, under Agenda Item 24-619, approving participation in the Cooperative Purchase Agreement with H & H Liquid Sludge Disposal, Inc. utilizing City of Holly Hill Contract RFP #24-WW-01 through June 27, 2027, with an authorized annual expenditure cap of $125,000.00.

RECOMMENDED MOTION:
Approve Change Order #1 to Purchase Order 84423 for H & H Liquid Sludge Disposal, Inc. in the amount of $13,000.00, establishing a total FY26 cost not-to-exceed $138,000.00 utilizing City of Holly Hill Piggyback Agreement RFP #24-WW-01; approve Budget Transfer BAF 2026-094-T to fund Change Order #1; and increase the previously approved FY27 sludge hauling expenditure limitation from $125,000.00 to $162,657.00, subject to adoption of the FY27 operating budget.

City of Cocoa Budget Adjustment Form FY2026- 094-T

Select Adjustment Type: Budget Transfer | Requesting Department #: Sellers-4120 | Date Prepared: 8/10/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 4,500)	421-4120-536-46-00	WATER SEWER/REPAIRS MAINTENANCE	$ 27,321	$ 22,821	
($ 3,000)	421-4120-536-46-02	REPAIRS & MAINTENANCE/REPAIR/MAINT BUILDING	$ 3,689	$ 689	
($ 5,500)	421-4120-536-52-00	WATER SEWER/OPERATING SUPPLIES	$ 26,765	$ 21,265	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 13,000) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 13,000	421-4120-536-34-00	WATER SEWER/CONTRACT SERVICES	$ 2,691	$ 15,691	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 13,000 Total					

Reason/Justification for Adjustment:

Sellers Plant has used H&H Sludge Hauling company more than anticipated this FY. Therefore, Sellers PO #84423 will fall short by $13,000. Sellers personnel is requesting movement of funds to cover this short fall.
Agenda# 2026-712

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.*

Lorraine Hubbard — Digitally signed by Lorraine Hubbard, DN: cn=Lorraine Hubbard, c=US, o=City of Cocoa, ou=Sellers, email=lwilliams-hubbard@cocoafl.org, Date: 2026.08.10 16:36:03 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.13 13:49:41 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
John "Jack" Walsh — Digitally signed by John "Jack" Walsh, DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov, Date: 2026.08.10 17:33:09 -04'00'	Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.08.17 10:52:57 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 084423

P.O. Date : 11/10/2025

VENDOR PHONE : (800)653-0386
VENDOR NUMBER : 3791
VENDOR ADDRESS : H&H LIQUID SLUDGE DISPOSAL INC
PO BOX 390
BRANFORD, FL 32008

SHIP TO : SELLERS WATER RECLAMATION

SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA, FL 32922

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/30/2026	0000050762	10/24/2025	LJW/FP/4120	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
COCOA	42141205363400			CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	125,000.00 SUM	SLUDGE REMOVAL, HAULING AND DISPOSAL 001 003 SERVICES FOR SELLERS PLANT ***SECOND YEAR OF AGREEMENT*** ***QUOTED IN ASSOCIATION WITH THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RFP #24-WWW-01, WHICH ALLOWS THE CITY TO PARTICIPATE IN A COOPERATIVE PURCHASE AGREEMENT WITH THIS VENDOR UNTIL 06/25/2027. UPON MUTUAL WRITTEN CONSENT OF BOTH PARTIES. THE AGREEMENT MAY BE RENEWED FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR** ***NEW RATE IS $38.50 PER CUBIC YEARD***	1.0000	125,000.00

TOTAL PURCHASE AMOUNT **$125,000.00**

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 084423

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

Florida Sales Tax Exemption No. 85-8012621548C-8

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

TERMS and CONDITIONS

1. AGREEMENT:
Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance. or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE:
Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY:
With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS:
Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER:
The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS:
City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION:
Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION:
Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION:
City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled, notwithstanding City's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

10. TAXES:
The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:
Performance of any obligation under this Agreement may be suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION:
Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:
No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD:
Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY:
The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT:
No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE:
The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:
Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION:

a) **Specified Period.**
Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:
Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR:
The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS:
In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY:
Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:
If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY:
Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with H & H Liquid Sludge Disposal, Inc., PO Box 390, Branford, FL 32008 (hereinafter referred to as the "Vendor " or "Contractor"), 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 into a contract with City of Holly Hill, Volusia County – FL., said contract being identified as: Sludge Removal, Hauling and Disposal Services, Contract No. RFP 24-WW-01. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sludge Removal, Hauling and Disposal Services, see exhibit "A" original contract.

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.

1. 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:

1.1. Entity Referenced:

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

1.2. 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 H & H Liquid Sludge Disposal. The term of said agreement shall be for the period effective date of signature through 06/25/2027. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2025 through 2027 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE 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.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

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

(ii) 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.

(iii) 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.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. 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.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of 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 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.

2.8. 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.

2.9. 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
H & H Liquid Sludge Disposal Attn: Steve Hacht, President PO Box 390 Branford, FL 32008 Phone: 800-653-0386 Email: b.hacht@hhlsd.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. 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 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.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and 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 Vendor 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.

2.12. Entities of Foreign Countries of Concern:

Contractor 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

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.

Entered this _____ day of _____

H & H Liquid Sludge Disposal, Inc	**CITY OF COCOA**
10/17/24	N/A
Signature Date	Signature Date
Steve Hacht, President	Stockton Whitten, City Manager
Name and Title	Name and Title
	Signature Date
	Michael Blake, Mayor
	Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest: _____

Monica Arsenault, CMC, City Clerk

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

July 23, 2024

Brent Heimbecker
City of Cocoa
375 N Cocoa Blvd
Cocoa, FL 32922
RE: Biosolids Hauling and Disposal Piggyback Offer

Mr. Heimbecker,

H&H Liquid Sludge Disposal, Inc. is pleased to offer the City of Cocoa the option to piggyback the City of Holly Hill's biosolids contract, RFP 24-WW-01, effective after the expiration of our current contract. This three-year piggyback option offers unit pricing of $37.00/cuyd in year 1, $38.50/cuyd in year 2, and $39.75/cuyd in year 3. Pricing is based on trailer capacity of 31 cubic yards.

H&H is thankful for your consideration of this piggyback offer. Please contact us if additional information is needed.

Sincerely,

Steve Hacht
President

PROPOSAL PRICING FORM
RFP 24-WW-01
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **"Contractor"**

Price for sludge removal, hauling and disposal services per Cubic Yard

Year 1: $37.00 per Cubic Yard

Year 2: $38.50 per Cubic Yard

Year 3: $39.75 per Cubic Yard

Notes: 1) The volume of material removed will be measured in cubic yards based on volume of trailer transported. 2) Contractor shall allow the City Utility unlimited ability to move empty and loaded trailers on-site to facilitate loading and storage for contractor transport. 3) The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers for the basis of bid. Actual quantity and number of pulls will vary on plant influent.

Please provide a detailed description of all costs associated with the process.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work site.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	P.O. Box 390 Address
Steve Hacht, President Printed Name & Title	Branford, FL 32008 City, State, Zip Code
H&H Liquid Sludge Disposal, Inc. Company	(800) 653-0386 Telephone No.
5/23/2024 Date	biosolidsolutions@hhlsd.com Email Address

00 30 00

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Request for Proposals (RFP) #24-WW-01

THIS AGREEMENT is made and entered into this 26th day of June, 2024, by and between H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (RFP #24-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

ORIGINAL ORIGINAL

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning
City Clerk, CMC

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 6/26/2024

WITNESSES:

Katie Matthews

Heidi Morrison

FIRMS

By: _____
Steve Hacht, President

Dated: 5/23/2024

Attachments: A. RFP #24-WW-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this 25th day of June, 2024 under Agenda Item No. 4(3) Consent Agenda.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 25, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract, with the Option for Two One Year Renewals, with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-45**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility Wastewater Treatment Facility (WRF) produces sludge residuals in the process of converting sewage to reclaimed water. Historically the sludge has been transported and reused as fertilizer under contractor specialized in transport and disposal service provider capable of handling the facility's Class "B" residual biosolids. The transport and disposal must comply with Florida Statue 62-640, the primary rule relating to the treatment and management of biosolids and land application.

The City Utility advertised for Requests For Proposal (RFP) on April 26, 2024 with RFP 24-WW-01. RFP 24-WW-01 is attached as Exhibit A. Three proposals were received on May 28, 2024 at 10:00 AM. A committee reviewed each proposals ability to meet the FDEP biosolids rule and rank them by cost on June 5th, 2024 at 9AM. The evaluation with ranking with price consideration is attached as Exhibit B.

The three ranked vendors proposals submitted were:

1. H&H Liquid Sludge Disposal, Inc.
2. Synagro LLC
3. Revinu Inc

The evaluation committee found all three vendors were responsive to transport and disposing of the WRF sludge. H&H was the only vendor that proposed to directly transport and reuse the WRF Class B sludge as agricultural fertilizer pursuant to RFP 24-WW-01. Synagro and Revinu proposed to further treat the WRF's Class B sludge which significantly increased the price of their services.

H&H's response to RFP 24-WW-01 is attached Exhibit C. H&H has successfully provided WRF sludge transport and disposal for the past 5 year. The term of new agreement will be for a

three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement taking effect on October 1st, 2024.

FISCAL ANALYSIS:

All bidders were considered responsive. H&H is the recommended the lowest qualified sludge transport and disposal vendor at $37.00/CY for year 1, $38.50/CY for year 2 and $39.75 CY for year 3. Based on the recent 2023 sludge hauling volumes, the first year anticipated cost of sludge transport and disposal is approximately $200,000.00 for FY 24-25.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.

ATTACHMENTS:

- Exhibit A - RFP 24-WW-01 - Sludge Handling (PDF)
- Exhibit B - Sludge RFP Committee Evaluation Summary (PDF)
- Exhibit C - H&H Liquid Sludge Disposal Proposal(PDF)

Resolution No. 2024-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT, WITH THE OPTION FOR TWO ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approves the Utility operational budget annually to include sludge disposal; and

WHEREAS, the City has competitively bid the contract which had the bid opening on May 28, 2024; and

WHEREAS, H&H Liquid Sludge Disposal, Inc., was the lowest responsive bidder, at $37.00/CY for year 1, $38.50/CY for year 2 and $39.75 CY for year 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into a three (3) year agreement, with the option for two one year renewals, with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services taking effect on October 1, 2024.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JUNE, 2024.

Chris Via, Mayor 6/25/2024

Valerie Manning, City Clerk,CMC 6/25/2024

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2026

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 Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** 800-407-4077 **FAX (A/C, No):** 321-752-7980 **E-MAIL ADDRESS:** certsSE@Acrisure.com
INSURED HHLIQSLUD H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AXIS Surplus Insurance Company — 26620 **INSURER B :** National Liability & Fire Insurance Company — 20052 **INSURER C :** Upland Specialty Insurance Company — 16988 **INSURER D :** American Interstate Insurance Company — 31895 **INSURER E :** Homeland Insurance Company of Delaware — 14231 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 266614006 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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 [ ] PRO-JECT [ ] LOC OTHER:			DENVP000390800	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			73TRB006155	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ $10,000
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			USXTL1366926	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3466672026	3/14/2026	3/14/2027	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	Pollution Excess			DENVP000390800 7930032460011	6/1/2026 6/1/2026	6/1/2027 6/1/2027	Per Occurrence Excess	$1,000,000 $9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is named as additional insured with respect to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION 30

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
Jimmy Irwin

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	September 8, 2026
File ID:	2026-733
Prepared By:	Samantha Senger, Communications & Economic Development Director
Through:	Stockton Whitten, City Manager
Requested Action:	Council consideration of a 5% increase in rent for the tenants at the Porcher House.

BACKGROUND:

There are two tenants at the Porcher House that lease three office spaces. The annual lease agreeme

Over the last five years, Council approved increases to rent have been:
2021/22: 15% increase
2022/23: 3% increase
2023/24: 3% increase
2024/25: 3% increase
2025/26: 3% increase

Staff is proposing to increase the rent for the upcoming renewal period by 5%. Below is the proposed i
levied on rental properties beginning October 1, 2025.

Proposed 26/27 - 5% increase

Tenant	Lease Location	Square Footage	Monthly Cost Per SQ FT	Lease Start	Lease End	Due Date	Late Date	Late Fee	Rent	CAM	
Anello Consulting	PH #205	231	1.92	10/1/2025	9/30/2026	5th	10th	10.00%	$443.52	$22.18	$0
Jackson Private Wealth	PH #201	297	1.92	10/1/2025	9/30/2026	5th	10th	10.00%	$570.24	$28.51	$0
Jackson Private Wealth	PH #206	264	1.92	10/1/2025	9/30/2026	5th	10th	10.00%	$506.88	$25.34	$0

The City Manager is authorized to sign the renewal agreements per the current terms of the agreemer

Comparable rent prices in the Cocoa Village area:

- Brevard Ave: 650 sq ft, $1.38 monthly cost per sq ft, $895 per month

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Tenant lease payments are recorded as revenue and budgeted each year.

PREVIOUS ACTION:
Council approved a 3% increase in rent for the FY26 renewal period.

RECOMMENDED MOTION:
Council approval of a 5% increase in rent for the tenants at the Porcher House.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	September 8, 2026
File ID:	2026-570
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to postpone to a date certain of October 13, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

BACKGROUND:

Staff respectfully requests that this agenda item be postponed to the October 13, 2026, Regular City Council meeting.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to postpone to a date certain of October 13, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

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 Govt 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 04/24/2026
BRE floridatoday.com 04/24/2026

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 04/24/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$409.79	
Tax Amount:	$0.00	
Payment Cost:	$409.79	
Order No:	12269796	# 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 #12269796, 4/24/2026

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

A. PZ 25-02800005 603 Brevard Ave Concept Plan and Development Agreement

Consider a conceptual plan and Development Agreement for the 603 Brevard Avenue Hotel, affecting approximately .87 acres of property owned by the Cocoa Redevelopment Agency. The agreement calls for the development of an approximately seven (7) story, 68,310 square foot, 104-room hotel with associated amenities and parking and establishes building elevations, floor plan, and related development regulation waivers for the future hotel. Generally located on Brevard Avenue and John Garren Lane, south of Factory Street, and is identified by Parcel IDs: 24-36-33-75-*-2 and 24-36-33-75-*-3.

B. PZ 25-00500006 Ord No. 05-2026 3600 Grissom Parkway Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY FORTY (40) ACRES, GENERALLY LOCATED WEST OF GRISSOM PARKWAY, SOUTH OF ANGELICA STREET, AND NORTH OF STATE ROAD 528, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM "VERY LOW DENSITY RESIDENTIAL" TO "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. Parcel ID: 24-35-11-00-750.

C. PZ 25-00200020 Sky Powersports Large-Scale Site Plan

Consider a large-scale site plan for Sky Powersports, consisting of a powersports vehicle display, sales, and maintenance facility, consisting of approximately 52,550 square feet. Generally located on State Road 524, west of Interstate-95 in Cocoa, Florida, and is identified by Parcel ID: 24-35-27-00-16 and 24-35-27-00-11.

Planning and Zoning Board PUBLIC HEARING WILL BE HELD ON

May 6, 2026

City of Cocoa Council PUBLIC HEARING FOR ITEMS A. and B. WILL BE HELD ON

May 12, 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, FLORIDA 32922

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 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.

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 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,

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

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

PLANNING & ZONING AGENDA ITEM

Memo Date:	08/21/2026
Agenda Date:	9/8/2026
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to postpone to a date certain of October 13, 2026, consideration for approval of a zoning map amendment for the property located at 3600 Grissom Parkway.

BACKGROUND:
Staff respectfully requests that this agenda item be postponed to the next regular Planning and Zoning Board meeting on October 13, 2026.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:
Staff recommends that the Board postpone consideration of this item to the October 13, 2026, Planning and Zoning hearing to be held at Cocoa City Hall at 6:00 p.m.

USA TODAY CO.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
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 Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

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

A. PZ 25-00900014 Ord No. 06-2026 3600 Grissom Parkway Zoning Map Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR ONE (1) PARCEL OF REAL PROPERTY, TOTALING 40 ACRES, MORE OR LESS, AND GENERALLY LOCATED AT 3600 GRISSOM PARKWAY, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM "RESIDENTIAL AGRICULTURAL (RA)" TO "MANUFACTURING AND INDUSTRIAL (M-2)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Planning and Zoning Board PUBLIC HEARING WILL BE HELD ON
August 5, 2026
City of Cocoa Council PUBLIC HEARING WILL BE HELD ON
August 11, 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, FLORIDA 32922

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 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**.

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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. 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:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at **https://www.cocoafl.gov/291/20338/City-Meetings**

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at **cityclerk@cocoafl.gov** or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at **https://www.cocoafl.gov/291/20338/City-Meetings**

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	September 8, 2026
File ID:	2026-749
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of Ordinance 13-2026, a City-initiated Zoning Text Amendment to Appendix A, Article XI, Section 5 of the City of Cocoa Zoning Ordinance to make certain clarifying amendments related to townhouse residential subdivisions, providing for the repeal of prior inconsistent ordinances and resolutions

BACKGROUND:

Ordinance No. 13-2026 is a City-initiated housekeeping and coordination amendment intended to resolve two issues affecting townhouse development where the RU-2-25 Multiple-Family Dwelling District overlaps the Cocoa Waterfront Overlay District. Although this Ordinance does not amend the RU-2-25 district, Section 6(A)(3) of the RU-2-25 regulations provides that townhouse residential subdivisions are regulated by the townhouse provisions contained in Section 5, RU-2-15. Under Section 5, Paragraphs (P) through (BB) establish the applicable townhouse residential subdivision standards. The proposed amendment to Section 5 clarifies that these cross-referenced RU-2-15 townhouse provisions do not apply to townhouses located within the Cocoa Waterfront Overlay District, where the Overlay's form-based standards govern. The amendment also removes obsolete tree-preservation language that remained in the townhouse provisions following the City's 2020 consolidation of its landscape and tree regulations.

In 2020, the City substantially revised its landscaping and tree-preservation regulations through Ordinance No. 12-2020. The associated staff report explained that the City was consolidating tree protection and replacement requirements into Appendix A, Article XIII, Section 22, Landscaping Requirements, while establishing updated replacement standards and an Arbor Mitigation Fund. Ordinance No. 13-2026 addresses an older tree-preservation provision in the RU-2-15 townhouse regulations that was inadvertently left in place during that consolidation. The proposed amendment therefore reserves Paragraph (BB), eliminating duplicative and potentially conflicting district-specific tree-preservation language while leaving the Citywide landscaping and tree regulations in Article XIII to govern.

The second issue concerns the relationship between the RU-2-25 district and the Cocoa Waterfront Overlay District. RU-2-25, not RU-2-15, is the applicable underlying zoning district in portions of the Overlay. The Waterfront Overlay separately permits single-family attached dwellings/townhouses in designated subdistricts and establishes its own form-based Townhouse building type, including standards for lot dimensions,

building envelope, height, frontage, and parking location. The proposed amendment eliminates ambiguity and overlapping regulatory direction by clarifying directly in the RU-2-15 townhouse provisions that Paragraphs (P) through (BB) do not apply within the Waterfront Overlay.

The cross-referenced RU-2-15 townhouse standards were written for conventional townhouse subdivisions and contain dimensional standards that differ from those specifically established for the Waterfront Overlay's smaller-lot urban development pattern. For example, the conventional standards require a minimum one-acre development area, individual townhouse lots generally ranging from 2,000 to 2,400 square feet, minimum lot widths of 20 to 28 feet, a 25-foot rear setback, separation between townhouse groups, and a maximum lot coverage of 40 percent. By contrast, the Waterfront Overlay Townhouse building type permits lots as small as 1,600 square feet and as narrow as 15 feet, allows a zero-foot side setback for attached units, provides a 15-foot rear setback, permits up to 60 percent lot coverage, and regulates building placement through the Regulating Plan and frontage standards. Clarifying the applicable standards at their source avoids the need for staff and applicants to reconcile overlapping conventional and form-based provisions during individual development reviews.

Ordinance No. 13-2026 resolves this regulatory ambiguity without expanding the RU-2-15 zoning district into the Waterfront Overlay. Properties remain subject to their applicable underlying zoning, including RU-2-25 where present. The amendment instead clarifies that Paragraphs (P) through (BB) of the RU-2-15 townhouse regulations, which apply to RU-2-25 townhouse development through the Section 6(A)(3) cross-reference, do not apply to townhouses constructed within the Cocoa Waterfront Overlay District. In those locations, the Waterfront Overlay's form-based code, Regulating Plan, permitted building types, and Townhouse building-type standards are controlled by, together with, other applicable Code and Comprehensive Plan requirements.

Standard	Townhouse Standards Ref. by RU-2-25 (RU-2-15 P-BB	Waterfront Overlay Townhouse Type	Conflict if Applied within Waterfront Overlay
Minimum development area	1 acre	No comparable one-acre building-type minimum	The 1-acre minimum for conventional subdivisions can prevent infill on smaller Overlay parcels.
Individual lot area	2,000-2,400 sq. ft.	1,600-3,000 sq. ft.	Overlay intentionally permits smaller urban townhouse lots.
Lot width	20-28 ft.	15-30 ft.	Some Overlay townhouse lots could not meet the cross-referenced conventional width.
Side setback / townhouse-group separation	15 ft. at end groups; 20 ft. between groups	0 ft. side setback for attached units; 10 ft. separation from adjacent detached building	Conventional townhouse-group spacing differs from the attached urban form established by the Overlay.
Rear setback	25 ft.	15 ft.	The cross-referenced 25-ft. rear setback conflicts with the compact Overlay building envelope.
Maximum lot coverage	40%	60%	Overlay permits greater lot coverage to support compact redevelopment.
Height	35 ft. max.	1-3 stories	Different measurement systems: Overlay is regulated by building type.
Parking	2 spaces per unit	Parking location: Zone 3; applicable parking quantity requirements are governed by Art. XII Sec.1 – Off-street parking and loading regulations.	Overlay specifically regulates urban parking placement.
Density	10 du/ac single-story; 15 du/ac for two or more stories	Governed by applicable Future Land Use density and other applicable Zoning Ordinance provisions when P-BB does not apply	Clarification should not be construed to change the underlying zoning or Future Land Use designation; applicable density limits continue to govern.

I. STAFF ANALYSIS

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the Planning & Zoning Board shall consider and study:

a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the Comprehensive Plan, with appropriate consideration as to whether the proposed change will further the purposes of the zoning code and other codes, regulations, and actions designed to implement the Comprehensive Plan.

Need and justification for the change.

The proposed amendment is needed to remove obsolete language and eliminate ambiguity arising from the interaction between the RU-2-25 townhouse cross-reference and the Cocoa Waterfront Overlay. The tree-preservation language in Paragraph (BB) is no longer necessary because the City consolidated its landscaping, tree protection, replacement, and mitigation standards through Ordinance No. 12-2020.

Separately, Section 6(A)(3) of RU-2-25 directs townhouse residential subdivisions to Section 5, RU-2-15, where Paragraphs (P) through (BB) establish conventional townhouse standards. Within the Waterfront Overlay, those provisions overlap with the Overlay's separately adopted form-based Townhouse standards. The amendment removes that ambiguity directly rather than requiring staff to reconcile the two regulatory systems on a project-by-project basis.

The amendment is also necessary to make the adopted Waterfront Overlay function as intended. The Overlay is a form-based regulatory framework designed around existing and desired urban development patterns, and its Regulating Plan is the principal tool for identifying permitted building types and street setbacks by subdistrict. The Townhouse building type is intentionally designed for compact attached housing on smaller lots. Requiring the cross-referenced RU-2-15 one-acre development area and conventional dimensional standards in addition to the Overlay standards would undermine that framework and could prevent townhouse redevelopment on parcels that the Overlay expressly identifies for that building form.

The amendment does not rezone property, add RU-2-15 as an allowable zoning district within the Waterfront Overlay, or waive the Overlay standards. RU-2-25 remains the applicable underlying zoning district where designated. The amendment only clarifies which townhouse development standards govern when RU-2-25 and the Waterfront Overlay overlap: the Overlay's form-based standards govern townhouse development within the Overlay, while the conventional townhouse provisions referenced through RU-2-25
continue to apply outside the Overlay as otherwise required by the Code. As previously mentioned, the amendment does not change the underlying zoning or Future Land Use designation of any property. Development remains subject to the applicable density limitations of the Comprehensive Plan and other applicable provisions of the Zoning Ordinance.

Staff Finding: The amendment is justified because it removes obsolete tree-preservation language, clarifies the relationship between the RU-2-25 district's townhouse cross-reference and the Cocoa Waterfront Overlay, and allows the adopted form-based standards to operate as intended within the Overlay without changing the underlying zoning or Future Land Use designation.

Relationship to the Comprehensive Plan and planning program.

The amendment supports Goal 1.1 of the Future Land Use Element, which calls for a broad range of land use activities that maximize the City's potential as a growth center while protecting public health, safety, welfare, and appearance through thoughtful planning and development. It also supports Objective 1.1.1, which establishes Future Land Use categories intended to provide compatible and coordinated land uses while maximizing economic development opportunities.

The clarification advances these objectives by making the zoning regulations internally consistent and by allowing the City's adopted form-based code to guide redevelopment in the Waterfront Overlay. The Waterfront Overlay is intended to perpetuate positive residential and commercial development patterns within the Cocoa Redevelopment Area and uses subdistrict-specific building types and setbacks to implement that intent. Clarifying that the RU-2-15 townhouse provisions cross-referenced by RU-2-25 do not apply inside the Overlay avoids imposing a second, incompatible set of conventional subdivision standards on the same development.
The amendment also promotes the redevelopment of smaller and historically platted parcels by avoiding the imposition of a one-acre conventional townhouse subdivision requirement in areas where the Waterfront Overlay Regulating Plan already identifies townhouse development as an appropriate building form. The amendment does not change the underlying zoning or Future Land Use designation of any property; applicable density limitations remain governed by the Comprehensive Plan and other applicable provisions of the Zoning Ordinance. This distinction reconciles the underlying RU-2-25 district with the more specific form-based standards adopted for the Waterfront Overlay.

Staff Finding: The proposed text amendment is consistent with the purposes of the zoning code and Comprehensive Plan because it coordinates overlapping regulations, supports implementation of the Cocoa Waterfront Overlay and its redevelopment objectives, and clarifies that RU-2-25 remains the underlying zoning district while the Overlay's townhouse building-type standards govern within the Overlay boundary.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
On September 2, 2026, the Planning & Zoning Board recommended APPROVAL of Ordinance 13-2026 to the City Council.

RECOMMENDED MOTION:
Staff recommends that the City Council APPROVE Ordinance 13-2026.

USA TODAY CO.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Trimaine Smith
Monica Arsenault
Cocoa City Hall
65 Stone Street
Cocoa FL 32922

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 08/23/2026
BRE floridatoday.com 08/23/2026

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Legal Clerk

Notary, State of WI, County of Brown

5.15.27

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT AND COMPREHENSIVE PLAN TEXT AMENDMENT
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE NO. 14-2026
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-2-25 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY IN CERTAIN LOCATIONS; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE NO. 13-2026
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 5 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO MAKE CERTAIN CLARIFYING AMENDMENTS RELATED TO TOWNHOUSE RESIDENTIAL SUBDIVISIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Planning and Zoning Board
PUBLIC HEARING
WILL BE HELD ON
September 2, 2026
City Council First Reading
PUBLIC HEARING
WILL BE HELD ON
September 8, 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, FLORIDA 32922

General Notice Information:
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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 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.
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Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/2033 8/City-Meetings
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 5 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO MAKE CERTAIN CLARIFYING AMENDMENTS RELATED TO TOWNHOUSE RESIDENTIAL SUBDIVISIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to amend Appendix A, *Zoning*, Article XI, *Schedule of District Regulations*, Section 5, *RU-2-15 Multiple-Family Dwelling District*, of the City of Cocoa Zoning Ordinance to make certain clarifying amendments related to townhouse residential subdivisions; and

WHEREAS, via Ordinance 12-2020, the City Council substantially revised the City's Landscaping and Tree Preservation regulations and simultaneously repealed tree preservation regulations that were established separately in various zoning districts in order to consolidate the applicable rules; and

WHEREAS, the tree preservation regulations applicable to townhouse residential developments established in the RU-2-15 zoning district were inadvertently omitted from the repeal in Ordinance 12-2020 and is clarified herein; and

WHEREAS, the Cocoa Waterfront Overlay District also permits single-family attached dwellings (or townhomes) to be built in certain subdistricts and where permitted on the Regulating Plan; and

WHEREAS, the Cocoa Waterfront Overlay District allows the construction of Townhouse building types in certain locations and establishes lot requirements, buildings height maximums, and setbacks that are not consistent with townhouse regulations in the RU-2-15 zoning district ; and

WHEREAS, the RU-2-15 zoning district townhouse regulations further contain additional requirements, such as a minimum one-acre development site, which are not practicable for the Cocoa Waterfront Overlay District and the downtown Cocoa Village, which encourages mixed-use development in the downtown area; and

WHEREAS, the City Council wishes to clarify that the townhouse regulations in the RU-2-15 zoning district do not apply in the Cocoa Waterfront Overlay District, where the form-based Zoning Ordinance shall control for the Townhouse building type; and

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

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

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

Section 2. **Code Amendment.** The Zoning Ordinance of the City of Cocoa, Appendix A, *Zoning*, Article XI, *Schedule of District Regulations*, Section 5, *RU-2-15 Multiple-Family Dwelling District*, is hereby amended as follows (underline type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 5. It is intended that the text in Appendix A, Article XI, Section 5, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 5. – District and intent – RU-2-15, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V, except Paragraphs (P) through (BB) shall not apply to townhouses constructed in the Cocoa Waterfront Overlay District.

* * *

Townhouse Residential Subdivision

(P) PURPOSE. This section is intended for townhouse type residential structures having both single- and multifamily characteristics. Its purpose is to encourage housing innovations in the grouping or separately owned dwelling units, so as to make efficient, economical, and aesthetically pleasing use of land so restricted that the same will be continually well maintained in order to preserve health, welfare, safety, morals, and convenience of the neighborhood and surrounding area. Paragraphs (P) through (BB) shall not apply to construction of townhouses in the Cocoa Waterfront Overlay District.

(Q) PERMITTED PRINCIPAL USES AND STRUCTURES. Permitted principal uses and structures shall be:

(1) Townhouses provided that the area to be developed exceeds one (1) acre.

(R) PERMITTED ACCESSORY USES AND STRUCTURES. Permitted accessory uses and structures shall be:

(1) Recreation buildings or structures, playgrounds or parks, when accessory to and clearly subordinate in use and in keeping with the intent and purpose of the district.

(2) One common television antenna per group of dwelling units.

(3) Garage, carport, or space for housing or parking of private automobiles, provided such uses are attached to the principal building.

(S) PROHIBITED USES AND STRUCTURES. Prohibited uses and structures shall be:

(1) Commercial and industrial uses and structures.

(2) Business, professional, and personal service establishments.

(3) Individual outside antennas of any type.

(T) MINIMUM LOT REQUIREMENTS. The minimum requirements for area and width of lots shall be:

(1) *Area to be developed*—One acre.

(2) *Minimum lot area.*

a. With two-car garage—Two thousand four hundred (2,400) square feet.

b. With on-lot parking—Two thousand (2,000) square feet.

c. With off-lot parking—Two thousand (2,000) square feet.

(3) *Minimum lot width.*

a. With two-car garage—Twenty-eight (28) feet.

b. With on-lot parking—Twenty (20) feet.

c. With off-lot parking—Twenty (20) feet.

(U) MINIMUM YARD REQUIREMENTS.

(1) *Front setback.*

a. With two-car garage—Twenty-six (26) feet (with six (6) feet required to be landscaped).

b. With on-lot parking—Twenty-six (26) feet (with six (6) feet required to be landscaped).

c. With off-lot parking—Fifteen (15) feet (with six (6) feet required to be landscaped).

(2) *Rear setback*—Twenty-five (25) feet.

(3) *Setbacks from the exterior boundaries* of this district shall not be less than twenty-five (25) feet. When any single-family district abuts this district, a substantial fence or landscaping of at least six (6) feet in height shall be provided along the boundary of the townhouse subdivision abutting said single-family district.

(4) *Side setback.*

a. Fifteen-foot side setback required at the end of each group of units abutting a dedicated right-of-way or a public or private street.

b. A spacing of twenty (20) feet between each group of townhouses shall be provided.

c. All side yard spacing required shall remain unobstructed.

(V) MAXIMUM LOT COVERAGE BY ALL BUILDINGS. The maximum lot coverage shall be:

(1) Forty percent (40%) of the site.

(W) MAXIMUM HEIGHT OF STRUCTURES. No portion intended for human occupancy shall exceed thirty-five (35) feet.

(X) MINIMUM FLOOR AREAS. The minimum floor area requirements for townhouse units shall be as follows (any patio area shall not be included with these minimum floor areas):

(1) *One bedroom*—Eight hundred (800) square feet.

(2) *Two (2) bedrooms*—Nine hundred (900) square feet plus one hundred (100) square feet for each additional bedroom.

(Y) MINIMUM OFF-STREET PARKING REQUIREMENTS. Two (2) parking spaces per dwelling unit.

(Z) MISCELLANEOUS PROVISIONS. The following miscellaneous provisions shall apply in this district:

(1) Sidewalks shall be constructed on both sides of all streets within a townhouse subdivision.

(2) All utilities distribution systems, including TV cable, telephone, and electrical systems shall be installed underground. Primary facilities providing service to the site may be exempted.

(3) The maximum length and/or width of any building shall be two hundred (200) feet.

(4) Sidewalks shall be installed along all public or private streets with city standards and specifications.

(5) Fencing: No fencing shall be permitted within the front or side yards as determined by the required setbacks. Rear yard fencing shall not exceed six (6) feet in height.

(6) Provisions satisfactory to the administration of the City of Cocoa shall be made to assure that nonpublic areas and common open space shall be maintained in a satisfactory manner, without expense to the City of Cocoa.

(7) Each townhouse unit shall be located on its own individual platted lot. If areas for common use of occupants of townhouse development are shown on the plat, such plat shall not be approved until satisfactory arrangements are made for maintenance as provided by this ordinance.

(8) A site plan is required in accordance with article XII and site plan review in accordance with the zoning code of the City of Cocoa.

(9) A development schedule shall be submitted for review to the planning and zoning board, who may approve subject to conditions, or disapprove. When submitted, the development schedule shall indicate:

a. The staging of construction and the staging of open space or other common use areas for conveyance, dedication, or reservation; the geographic stages in which the project will be built, the approximate date when construction of each stage shall begin, and its anticipated completion date. The initial stage shall require a minimum of one (1) acre. Provision for the construction of cultural and recreational facilities which are shown on the site plan shall proceed at an equivalent or greater rate as the construction of the dwelling units.

(10) Site plan: Refer to article XII, section 1.

(11) Curbing: An eight-inch concrete reinforced curb shall be provided as a separation between parking areas and open green islands and shall be so designed as to allow water to run from the parking areas into the green areas.

(AA) DENSITY. Maximum of ten (10) dwelling units per acre for single-story units of fifteen (15) dwelling units per acre for two (2) or more story units.

(BB) PRESERVATION OF TREES. Reserved. ~~During the development of the subdivision all trees of six (6) inches in diameter or larger shall be preserved or replaced unless they exist within:~~

~~(1) A proposed public or private easement or draining facility.~~

~~(2) Proposed structure dimensions.~~

~~(3) A proposed driveway or designated parking areas.~~

~~(4) Ten (10) feet of a proposed structure.~~

* * *

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

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

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
Michael C. Blake, Mayor

Attest:

_____
Monica Arsenault, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____

Second Reading: _____
Effective Date: _____

ORDINANCE NO. 12-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, LANDSCAPING REQUIREMENTS, OF THE CITY CODE; AMENDING LAND CLEARING AND TREE PROTECTION AND REPLACEMENT STANDARDS; CREATING AN ARBOR MITIGATION FUND; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 163.045, Florida Statutes, prohibits local governments from requiring notices, applications, approvals, permits, fees or mitigation for the pruning, trimming, or removal of trees on residential property if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property, except that the section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. 403.9321-403.9333, Florida Statutes; and

WHEREAS, s. 163.045, Florida Statutes, exempts property owners of residential property from having to mitigate trees that pose a danger to persons or property; and

WHEREAS, the City Council desires to make conforming amendments to the City Code to address s. 163.045, Florida Statutes; and

WHEREAS, the City Council finds that trees benefit the City by decreasing urban noise, urban heat islands, air pollution, and flooding, and providing habitat for urban wildlife, and contributing to property values and character of the City; and

WHEREAS, the City Council desires to ensure that the City continues to realize the benefits provided by its urban forest s recognized by its "Tree City USA" designation; and

WHEREAS, the City Council further desires to enhance its tree preservation and replacement requirements and to create an arbor mitigation fund to collect contributions to fund replacement trees on public property or, in certain circumstances, private property where replacement is not feasible and other tree-related objectives; and

WHEREAS, on August 5, 2020, the City's Planning and Zoning Board/Local Planning Agency, reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

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

APPENDIX A - ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. - Landscape requirements.

* * *

(B) DEFINITIONS.

* * *

Land clearing. The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing, provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or

other means shall not be considered routine mowing when preparing a property for construction or results in trees being removed, destroyed or severely damaged.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) *The provisions of this subsection (E) shall apply to the following:*

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots.

(c) All public or private rights-of-way.

(2) *The provisions of this subsection (E) shall not apply to the following:*

(a) Single-family or duplex lots.

(b) Land clearing and tree removal activities authorized and preempted by state or federal law, which include, but are not limited to:

1. Removal of trees on residential property which pose danger to persons or property in accordance with Section 163.045, Florida Statutes, for which no replacement trees will be required. For purposes of this subsection, "residential property" shall be defined as property with a fully-constructed single-family home or duplex used for residential purposes, except as provided herein. The term "residential property" for purposes of this subsection does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use (e.g., PUD, CBD, CN) on the City's official zoning map or future land use map, public rights-of-way, or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the City, or conservation easement.

2. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under Section 163.3209.

(~~2~~ 3) *General requirements.*

(a) Except as provided in subsections (E)(2) and (E)(~~3~~ 4)(~~b~~ c) ~~below~~, no tree shall be removed without first obtaining a tree removal permit and no land shall be cleared without first obtaining a land clearing permit.

(b) All new applications for subdivision plats and site plans shall be accompanied by a tree removal and/or land clearing application at the time of initial submittal of the plans so that due consideration may be given to protection of trees during the subdivision and/or site plan design process. ~~tree survey locating all trees outside the~~

~~building envelope (structure and seven and one-half (7½) feet around perimeter). Trees on the survey shall be depicted as defined in this ordinance. Where applicable, trees can be indicated by general groups or clusters, with predominant species identified.~~

(~~3~~ 4) *Permit requirements.*

(a) Application contents. Each application for a tree removal and land clearing permit shall state the reasons for requested removal of the tree(s) and vegetation and be accompanied by a tree inventory, consisting of a scaled drawing with a scale of one (1) inch equals fifty (50) feet or less, indicating:

1. Property boundaries and, if trees are proposed for removal from the right-of-way, the right-of-way boundaries.

2. The location of all individual trees, including the tree's common or scientific name, and measured diameter at breast height (d.b.h.) of trees within twenty (20) feet of any construction area or area to be disturbed on the property, except that individual trees within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter), within the portion of any wetland that will not be disturbed, or within an existing conservation easement may be omitted.

3. Identification of all trees proposed for removal.

4. Identification of trees to be preserved greater than 42" d.b.h. or relocated and replacement tree credit requested for the preserved tree, if any.

5. The location of existing and proposed improvements, if any, including existing and proposed buildings and structures, proposed additions to existing buildings and structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.

6. A replacement plan consistent with subsection (E)(5), indicating the means of compensating for the tree(s) to be removed and including the species and size of any replacement tree(s).

7. The number of caliper inches and type of replacement trees that cannot be planted on site and statement regarding the reasons that such replacements cannot be made on site, if any. Where requesting to make a contribution to the Arbor Mitigation Fund, three professional quotes for the required replacement trees, plus installation and two-year maintenance costs to the City shall be submitted.

8. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade change will result in the death of tree(s) intended to be preserved. Said statement

shall immediately be brought to the attention of the city arborist at the time the application is filed and attached to the application.

9. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal, and grading. This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of tree protection barriers.

10. An application requesting approval for land clearing without removal of trees must only include the property boundaries, identification of the area to be cleared drawn to scale, a statement of the reasons for removal of the vegetation in accordance with subsection (E)(6) below, and the seeding or mulching plan if required.

Upon request, the enforcement official may permit an applicant to omit certain portions of the tree removal or land clearing application and inventory where compliance with the requirements set forth herein would be unnecessarily burdensome and would not be needed for the city to evaluate the application. Such applications may include those unrelated to new development of buildings, structures or infrastructure on the subject land and limited only to the removal of one or more isolated and specific trees on already-developed land.

~~A letter requesting removal or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa.~~

(b) Trees that may be removed by permit. The enforcement official may grant permission for removal ~~or destruction~~ if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare as determined by an arborist certified by the International Society of Arboriculture with a Tree Risk Assessment Qualification.
2. Is severely diseased or severely injured as determined by an arborist certified by the International Society of Arboriculture with a Tree Risk Assessment Qualification.
3. The trunk of the tree is located closer than seven and one-half (7½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.
4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than thirty (30) feet and it is not feasible to relocate the structure.

5. Where the tree(s) are not proposed for removal in conjunction with application for a subdivision and/or site plan, ~~T~~trees that shall be replaced or mitigated elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(~~4~~ 5), provided that the tree(s) are not specimen trees.

6. Where the tree(s) are proposed for removal in conjunction with application for a subdivision and/or site plan, trees that shall be replaced or mitigated elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(5).

(~~b~~ c) The following tree removal activities are exempt from the permit requirements of this section:

1. Removal by the city or other governmental agency on public property or within the right-of-way.
2. Removal of dead trees.
3. Removal of species listed below in subsection (E)(~~7~~ 8)a.—j.
4. Emergency removal of a hazardous or seriously damaged tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.
5. Tree removal activities authorized and preempted by state or federal law as provided in subsection (E)(2)(b).
6. Bona fide agricultural activity or commercial plant nursery site.
7. Trees planted specifically for silvicultural purposes provided the property owner can provide documentation to the city evidencing that: (i) the property is a silvicultural site recognized or inspected by the Florida Forest Service; and (ii) trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property has, or intends to, generate income from the harvested trees.

~~8. Tree removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-approved construction project.~~

(4-5) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to ~~relocate or~~ replace trees being removed at its sole cost. ~~with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:~~

~~1. Existing tree coverage;~~

~~2. Number of trees to be removed on entire property;~~

~~3. Area to be covered with structures, parking, and driveways;~~

~~4. Topography and drainage of site and its environs;~~

~~5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.~~

(b) Tree species. Whenever possible and practicable, trees should be replaced with the same species as those removed~~. Also,~~ or, to encourage lower maintenance and water conservation and the planting of the right trees in the right place, trees listed on the UF/IFAS Florida-Friendly Plant Selection and Landscape Design List ~~native species shall be used where possible~~. When palm trees are used as a replacement tree, they must be capable of having a mature height taller than twelve (12) feet and cannot constitute more than thirty-five percent (35%) of the total replacement inches required.

(c) Trees Removed by the City. Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(d) Replacement Credit for Trees Preserved. To encourage the retention of existing large trees in the City, the following credits shall be applied to reduce the number of replacement trees required by this Section, excluding areas more than twenty (20) feet outside of the limits of any construction area or area to be disturbed, wetland areas that are to remain undisturbed, and existing conservation areas:

Preserved Tree size	Credit
Greater than 42" d.b.h	= 100% of caliper inches of each tree over 42" being preserved

(e) Size and Number of Replacement Trees. Where replacement tree(s) are required, the appropriate number of trees shall be planted such that the newly planted trees, in sum, are equivalent to the d.b.h. of the tree(s) removed, less any replacement credit for preserved trees. Trees removed within the building envelope shall not be required to be replaced. The replacement trees shall further have a minimum d.b.h., depending upon the diameter of the tree removed, as described in the table below. For example, if a 9 caliper-inch tree were removed and no replacement credit for preserved tree available, the applicant must provide a total of 9 caliper inches of tree replacements, with each replacement tree having a minimum d.b.h. of 3 inches.

Diameter of existing Tree (Inches)	Minimum caliper (Inches) of each replacement tree
4—11	3
12—17	3
18—23	4
24—29	4
>30	6

(d) Arbor Mitigation Fund Alternative. An Arbor Mitigation Fund is established by the City to provide an option to make a fee payment to the City in lieu of providing the required replacement trees on site. The Arbor Mitigation Fund shall be a part of the City of Cocoa general fund, but is reserved exclusively for the design, acquisition, installation and maintenance of trees on public property or, in certain circumstances private property, the funding of studies related to the City's tree canopy, or the operation and maintenance of a public tree nursery. Before approving planting trees on private property, the enforcement official must find that the trees will provide

aesthetic benefits to many of the same citizens who would have benefitted from the installation of the trees on public property. The private property owner must be willing to sign a tree maintenance agreement with the City.

The Arbor Mitigation alternative may only be utilized as a last resort after all other design alternatives to provide required replacement trees and to preserve existing trees have been considered. The applicant must demonstrate that there is insufficient room on the site for required replacement trees due to:

1. Existing or proposed trees;

2. Existing or proposed structures, required parking, access driveways, stormwater retention areas, or utilities;

3. Land condition (e.g., topography, soil type);

4. Insufficient area for the tree to establish.

The Arbor Mitigation contribution shall be determined by the current wholesale market value, as determined by the average of three professional quotes, of the required replacement trees which cannot reasonably be accommodated on site, plus installation and two-year maintenance costs to the City. The quotes obtained shall clearly identify the required number of total replacement caliper inches, the number of caliper inches for each replacement tree not able to be planted on site, and the species of tree.

(e) Maintenance of Replacement Trees. All replacement trees shall be maintained in a healthy, living condition. Any such trees which die or become diseased or damaged within two years of planting shall be replaced by the applicant. The City shall retain perpetual jurisdiction to ensure compliance with this requirement.

(f) Waiver. The Board of Adjustment may grant a waiver to provisions of this subsection where the applicant demonstrates that the literal interpretation of this section will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of this section.

(~~5~~ 6) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

~~(c) Clearing on an individual lot for which a valid building permit has been issued or on which a permanent structure exists.~~

(~~d~~ c) Clearing of land for bona fide agricultural purposes.

(~~e~~ d) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(~~f~~ e) Other land clearing as approved by the city council ~~providing the following conditions are met:~~

~~1. All conditions of the permitting section are complied with~~.

~~2.~~ All land to remain bare for a period greater than ~~ninety (90)~~ sixty (60) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(~~6~~ 7) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(~~7~~ 8) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) *Schinus terebinthifolius* (Brazilian Pepper).

(b) *Melaleuca quinquenervia* (Melaleuca, Cajeput).

(c) *Metopium toxiferum* (Poison Wood).

(d) *Casvarina equisetfolia*

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) *Casvarina glauca* (Brazilian Oak).

(f) *Melaleuca leucadendra* (Punk Tree).

(g) *Enterlobium cyclocarpum* (Ear Pod Tree).

(h) *Morus Rubra* (American Mulberry).

(i) *Melia azedarach* (Chinaberry).

(j) *Citrus trees.*

(~~8~~ 9) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the city and may be so deemed by the enforcement official. If declared a nuisance, the enforcement official shall, as provided in section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in section 6-903 of the Code.

(F) VARIANCES. ~~Any person, firm, or corporation affected by this ordinance shall apply to the board of adjustment of the City of Cocoa for a variance from the requirements of this~~

~~ordinance. Said application and variance procedure shall be in accordance with Appendix A, Zoning, of the Code of the City of Cocoa, Florida.~~ Reserved.

(G) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the City of Cocoa, Florida. In addition to all other remedies set forth in this section or any applicable agreement between the city and a property owner, one or more of the following civil fines shall apply to violations of this Section:

(1) Failure to obtain a permit under subsection (E)(3): Fine of two hundred fifty dollars ($250.00) per tree or five hundred dollars ($500.00) per specimen tree removed, or five hundred dollars ($500.00) per quarter acre of land cleared, whichever is greater, not to exceed five thousand dollars ($5,000.00). The fine under this subsection is in addition to the fine provided in subsections (G)(2) or (3) for removal of a tree without a permit.

(2) Removal of a tree without a permit: Fine of fifty dollars ($50.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(3) Removal of a specimen tree without a permit: Fine of one hundred dollars ($100.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(4) Failure to abide by a cease and desist order issued under this Section: Fine of five hundred dollars ($500.00) per day.

(H) TREE BOARD. A tree board is hereby established which shall consist of the members of the city planning and zoning board, and who shall serve by appointment of the city council of the City of Cocoa, Florida.

(1) *Duties and responsibilities.*

(a) The tree board may investigate, develop, and advise the city council regarding policies and standards relating to the care, preservation, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas.

(b) The tree board, when requested by the City Council of the City of Cocoa, shall consider, investigate, make findings of fact, report, and make recommendations upon any special matter of questions coming within the scope of its duties.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat

should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

(2) Oak trees that are dead.

(3) Volunteer oak trees less than four (4) inches in diameter at four and one-half (4½) feet in height.

(4) Oak trees that are part of a previously approved site plan or city council-approved construction, roadway, utility or drainage project.

(5) Pruning of less than thirty (30) percent of the canopy.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or

(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

Section 3. **Code Amendment.** Appendix A, Zoning, Article XI, Sections 5 and 10A of the Code of Ordinances, City of Cocoa, Florida, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in the Sections. It is intended that the text in the Sections denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

APPENDIX A - ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 5. – District and intent – RU-2-15, Multiple-Family Dwelling District.

* * *

(I) PRESERVATION OF TREES. Reserved. ~~During the development of the property, all trees of six (6) inches in diameter or larger shall be preserved unless they exist within:~~

~~(1) A proposed public or private easement or drainage facility.~~

~~(2) Proposed structure dimensions.~~

~~(3) Ten (10) feet of a proposed structure.~~

~~(4) A proposed driveway or designated parking area.~~

* * *

Sec. 10A. – District and intent – C-R, Restricted Commercial District.

* * *

(G) PRESERVATION OF TREES. Reserved. ~~All trees of four (4) inches in diameter or larger shall be preserved unless they exist within:~~

~~(1) A proposed public or private easement or drainage facility.~~

~~(2) Proposed structure dimensions.~~

~~(3) Five (5) feet of a proposed structure.~~

~~(4) A proposed driveway or designated parking areas.~~

* * *

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26 day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading:	8/12/2020
Second Reading:	8/26/2020
Legal Ads Published:	7/21/2020 & 8/18/2020
Effective Date:	8/26/2020

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

10/8/2024

Sub-District	Allowable Building Type														
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic	Parking
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI	PA
Cocoa Village (CV)				◦	◦	•	•	•	•	◦ (3)	◦		•	◦	
Heart of Cocoa (HC)		•	•	•	• (1)	• (1)	• (1)	◦(2)	◦(2)		◦(2)		•		◦
King/Willard Corridor (KW)			◦		◦	◦	◦	•	•		•		•		
Uptown Neighborhood (UN)		•	•	•	•								•	◦	
South of the Village (SV)	•	•	•	•	•	◦	◦	◦					•		
South End (SE)				•	•	•	•	•	•	◦ (3)	◦		•		
Waterfront (WF)						•	•	•	•	•	◦		•	◦	
North of Village (NV)					•	•	•	•	•		◦	◦	•		

◦ Allowed only where indicated on Regulating Plan
• Allowed throughout Design District
* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

(1) Townhomes, Apartment Buildings, and Courtyard Apartments are permitted up to 4 units per building.
(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009, with no more than four multi-family units per building.
(3) Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

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

Additional building type allowed for this parcel only
Required minimum and maximum street setback (in feet)
Break in street setback dimension
Right of way line (beginning point of street setback measurement)
Internal Lot Line

0 300 600 Feet

P20240702-129004.0

TH TOWNHOUSE

A building lot located and designed to accommodate a building with sidewalls on both side building lot lines and a private garden to the rear.

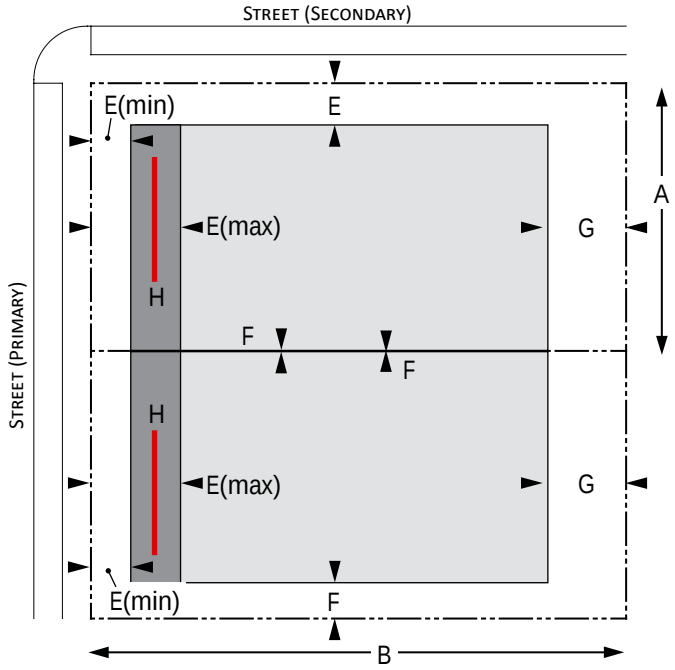
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

^ End unit lot may be up to 10' larger.
* 10' Separation required from adjacent detached building.

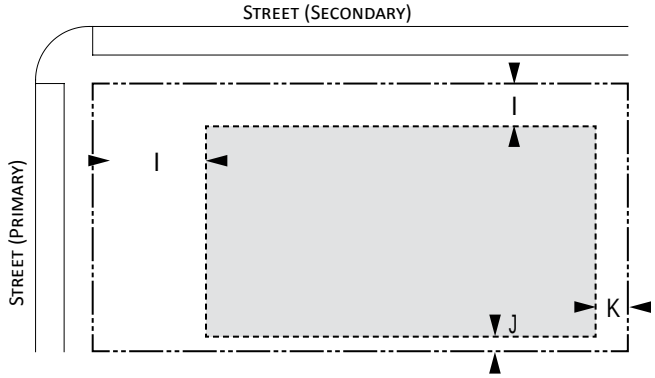


EXAMPLE

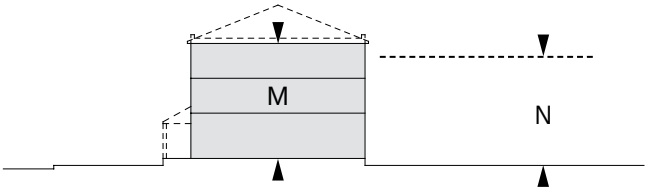
LOT REQUIREMENTS AND BUILDING ENVELOPE



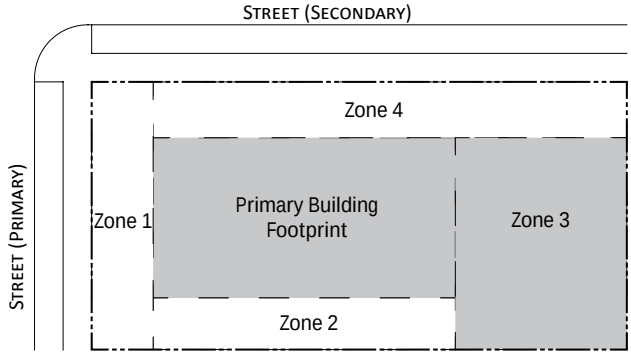
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



Sec. 5. - District and intent—RU-2-15, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (four (4) or more units per building) not more than fifteen (15) dwelling units per acre (two thousand nine hundred (2,900) square feet of lot per dwelling unit) for multi-storied structures. Multiple-family dwellings (four (4) or more units per building) of not more than ten (10) units per acre (four thousand three hundred fifty (4,350) square feet of lot per dwelling unit) for single-story structures. For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density.)

(2) Single-family and multi-family dwellings of not more than three (3) units per building as regulated by Section 3, RU-1-7, or in accordance with this Section 5. Single-family and multi-family dwellings of not more than three (3) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivisions as regulated in this section.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intent and purpose of the district.

(2) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(C) SPECIAL EXCEPTIONS.

(1) Public parks and playgrounds.

(2) Noncommercial cultural centers, social service centers, museums, galleries, community centers.

(3) Private clubs and lodges.

(4) Sewer lift stations.

(5) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(6) Security mobile home located upon public property.

(7) Child care centers, day nurseries, or kindergartens.

(8) Electronic communication/transmission facilities and exchanges.

(9) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(10) Adult congregate living facility (ACLF).

(D) PROHIBITED USES AND STRUCTURES.

(1) All uses not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

(1) *Minimum lot area*—Seven thousand five hundred (7,500) square feet; five thousand (5,000) square feet for single-family and multi-family dwellings of not more than three (3) units per building.

(2) *Minimum lot width*—Seventy-five (75) feet.

(3) *Minimum lot depth*—One hundred (100) feet.

(4) *Maximum lot coverage*—Forty percent (40%).

(5) *Maximum height*—Thirty-five (35) feet.

(F) MINIMUM LIVING AREA.

Single-family dwellings—One thousand two hundred (1,000) square feet.

Duplex—Seven hundred fifty (750) square feet each unit.

Efficiency apartments—Five hundred (500) square feet.

One-bedroom apartments—Eight hundred (800) square feet.

Two-bedroom apartments—Nine hundred (900) square feet, plus one hundred (100) square feet for each additional bedroom.

(G) MINIMUM YARD REQUIREMENTS.

Front setback—Twenty-five (25) feet.

Side interior lot setback—Ten (10) feet, eight (8) feet for single-family and multi-family dwellings of not more than three (3) units per building.

Side corner lot setback—Fifteen (15) feet.

Rear setback—Twenty (20) feet, fifteen (15) feet for single-family and multi-family dwellings of not more than three (3) units per building.

(H) [OPEN AIR SPACE.] Multiple-family buildings (more than two (2) units) located on the same lot shall have an open air space of not less than fifteen (15) feet between exterior walls of buildings.

(I) PRESERVATION OF TREES. Reserved.

(J) UTILITIES. All utilities distribution systems, including TV cable, telephone and electrical systems shall be installed underground for multifamily buildings located on a lot one (1) acre or larger in size. Primary facilities providing service to the site may be exempted.

(K) [MAXIMUM BUILDING LENGTH.] The maximum length and/or width of any building shall be two hundred (200) feet.

(L) [PERPETUAL MAINTENANCE.] Provisions satisfactory to the city council, City of Cocoa, shall be made to assure that nonpublic areas and common open space shall be perpetually maintained in a satisfactory manner, without expense to the City of Cocoa.

(M) COMMON USABLE OPEN SPACE AND RECREATIONAL FACILITIES.

(1) Twenty percent (20%) of the gross acreage of the site shall be set aside and specifically delineated on the site plan as common usable open space. The twenty percent (20%) requirement may be reduced to ten percent (10%) if the major recreational facilities such as swimming pool, or two (2) tennis courts, or two (2) racquet ball courts or any combination, are provided for each forty (40) units for common use of the development's residents.

(N) CURBING. A four-inch concrete curb shall be provided as a separation between paved parking areas and open green islands.

(O) [UNDERGROUND IRRIGATION.] An underground irrigation (sprinkler) system shall be provided for all landscaped areas within multiple-family residential projects of ten (10) units or more.

Townhouse Residential Subdivision

(P) PURPOSE. This section is intended for townhouse type residential structures having both single- and multifamily characteristics. Its purpose is to encourage housing innovations in the grouping or separately owned dwelling units, so as to make efficient, economical, and aesthetically pleasing use of land so restricted that the same will be continually well maintained in order to preserve health, welfare, safety, morals, and convenience of the neighborhood and surrounding area.

(Q) PERMITTED PRINCIPAL USES AND STRUCTURES. Permitted principal uses and structures shall be:

(1) Townhouses provided that the area to be developed exceeds one (1) acre.

(R) PERMITTED ACCESSORY USES AND STRUCTURES. Permitted accessory uses and structures shall be:

(1) Recreation buildings or structures, playgrounds or parks, when accessory to and clearly subordinate in use and in keeping with the intent and purpose of the district.

(2) One common television antenna per group of dwelling units.

(3) Garage, carport, or space for housing or parking of private automobiles, provided such uses are attached to the principal building.

(S) PROHIBITED USES AND STRUCTURES. Prohibited uses and structures shall be:

(1) Commercial and industrial uses and structures.

(2) Business, professional, and personal service establishments.

(3) Individual outside antennas of any type.

(T) MINIMUM LOT REQUIREMENTS. The minimum requirements for area and width of lots shall be:

(1) *Area to be developed*—One acre.

(2) *Minimum lot area.*

a. With two-car garage—Two thousand four hundred (2,400) square feet.

b. With on-lot parking—Two thousand (2,000) square feet.

c. With off-lot parking—Two thousand (2,000) square feet.

(3) *Minimum lot width.*

a. With two-car garage—Twenty-eight (28) feet.

b. With on-lot parking—Twenty (20) feet.

c. With off-lot parking—Twenty (20) feet.

(U) MINIMUM YARD REQUIREMENTS.

(1) *Front setback.*

a. With two-car garage—Twenty-six (26) feet (with six (6) feet required to be landscaped).

b. With on-lot parking—Twenty-six (26) feet (with six (6) feet required to be landscaped).

c. With off-lot parking—Fifteen (15) feet (with six (6) feet required to be landscaped).

(2) *Rear setback*—Twenty-five (25) feet.

(3) *Setbacks from the exterior boundaries* of this district shall not be less than twenty-five (25) feet. When any single-family district abuts this district, a substantial fence or landscaping of at least six (6) feet in height shall be provided along the boundary of the townhouse subdivision abutting said single-family district.

(4) *Side setback.*

a. Fifteen-foot side setback required at the end of each group of units abutting a dedicated right-of-way or a public or private street.

b. A spacing of twenty (20) feet between each group of townhouses shall be provided.

c. All side yard spacing required shall remain unobstructed.

(V) MAXIMUM LOT COVERAGE BY ALL BUILDINGS. The maximum lot coverage shall be:

(1) Forty percent (40%) of the site.

(W) MAXIMUM HEIGHT OF STRUCTURES. No portion intended for human occupancy shall exceed thirty-five (35) feet.

(X) MINIMUM FLOOR AREAS. The minimum floor area requirements for townhouse units shall be as follows (any patio area shall not be included with these minimum floor areas):

(1) *One bedroom*—Eight hundred (800) square feet.

(2) *Two (2) bedrooms*—Nine hundred (900) square feet plus one hundred (100) square feet for each additional bedroom.

(Y) MINIMUM OFF-STREET PARKING REQUIREMENTS. Two (2) parking spaces per dwelling unit.

(Z) MISCELLANEOUS PROVISIONS. The following miscellaneous provisions shall apply in this district:

(1) Sidewalks shall be constructed on both sides of all streets within a townhouse subdivision.

(2) All utilities distribution systems, including TV cable, telephone, and electrical systems shall be installed underground. Primary facilities providing service to the site may be exempted.

(3) The maximum length and/or width of any building shall be two hundred (200) feet.

(4) Sidewalks shall be installed along all public or private streets with city standards and specifications.

(5) Fencing: No fencing shall be permitted within the front or side yards as determined by the required setbacks. Rear yard fencing shall not exceed six (6) feet in height.

(6) Provisions satisfactory to the administration of the City of Cocoa shall be made to assure that nonpublic areas and common open space shall be maintained in a satisfactory manner, without expense to the City of Cocoa.

(7) Each townhouse unit shall be located on its own individual platted lot. If areas for common use of occupants of townhouse development are shown on the plat, such plat shall not be approved until satisfactory arrangements are made for maintenance as provided by this ordinance.

(8) A site plan is required in accordance with article XII and site plan review in accordance with the zoning code of the City of Cocoa.

(9) A development schedule shall be submitted for review to the planning and zoning board, who may approve subject to conditions, or disapprove. When submitted, the development schedule shall indicate:

a. The staging of construction and the staging of open space or other common use areas for conveyance, dedication, or reservation; the geographic stages in which the project will be built, the approximate date when construction of each stage shall begin, and its anticipated completion date. The initial stage shall require a minimum of one (1) acre. Provision for the construction of cultural and recreational facilities which are shown on the site plan shall proceed at an equivalent or greater rate as the construction of the dwelling units.

(10) Site plan: Refer to article XII, section 1.

(11) Curbing: An eight-inch concrete reinforced curb shall be provided as a separation between parking areas and open green islands and shall be so designed as to allow water to run from the parking areas into the green areas.

(AA) DENSITY. Maximum of ten (10) dwelling units per acre for single-story units of fifteen (15) dwelling units per acre for two (2) or more story units.

(BB)

PRESERVATION OF TREES. During the development of the subdivision all trees of six (6) inches in diameter or larger shall be preserved or replaced unless they exist within:

(1) A proposed public or private easement or draining facility.

(2) Proposed structure dimensions.

(3) A proposed driveway or designated parking areas.

(4) Ten (10) feet of a proposed structure.

(Ord. No. 1618-3, § 3; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 13-78, § 3, 9-5-78; Ord. No. 11-81, § 1, 4-28-81; Ord. No. 22-81, §§ 1, 2. 9-22-81; Ord. No. 3-85, § 11, 1-8-85; Ord. No. 4-85, § 11, 2-12-85; Ord. No. 17-86, § 1(b), (c), 9-23-86; Ord. No. 16-90, § 2, 6-12-90; Ord. No. 19-96, § 2, 11-12-96; Ord. No. 26-98, § 2, 9-22-98; Ord. No. 23-2007, § 2, 7-10-07; Ord. No. 12-2020, § 3, 8-26-2020; Ord. No. 02-2021, § 2, 4-13-2021)

Sec. 6. - District and intent—RU-2-25, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to several areas of the city adjacent or proximate to the Central Business District and primarily within the redevelopment area as designated on the city's adopted redevelopment plan. Uses are based upon the city comprehensive plan and redevelopment plan and are intended to accommodate medium-high density residential multi-family development in areas proximate to commercial and office development or to the waterfront and on or near major collector or arterial streets. The permitted uses and design and development standards are intended to promote major developments of high quality including townhouse and multiple-family residential development, hotels and motels and single-family development. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development criteria.

All development in the RU-2-25 Multiple-Family Dwelling District, except for the construction of an individual single-family dwelling unit on a single lot, shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (five (5) or more units per building). For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density).

(2) Single-family and Multi-family dwellings of not more than four (4) units per building. Single-family and multi-family dwellings of not more than four (4) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivision (as regulated by section 5, RU-2-15 and this section).

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intent and purpose of this district.

(2) Limited retail and service establishments according to the following provisions:

a. The building complex must contain at least sixty (60) units.

b.

Private marinas to serve the residents of the principal structure, however, no watercraft shall be used for dwelling purposes.

(C) SPECIAL EXCEPTIONS.

(1) Hotels and motels; provided, however, there shall be no more than forty (40) sleeping units per gross acre.

(2) Principal uses and structures exceeding eighty (80) feet in height.

(3) Public parks and playgrounds.

(4) Noncommercial cultural centers, social service centers, museums, galleries, community centers.

(5) Private clubs and lodges.

(6) Sewer lift stations.

(7) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(8) Security mobile home located upon public property.

(9) Child care centers, day nurseries or kindergartens.

(10) Utilities.

(11) Medical facilities.

(12) Bed and breakfast establishments are regulated by article XIII, section 24, Bed and breakfast establishments.

(13) Adult congregate living facility (ACLF).

(D) PROHIBITED USES AND STRUCTURES.

(1) All uses not specifically or provisionally permitted herein.

(2) Commercial establishments not specifically allowed in (B)(2).

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set forth in article XIII, section 1 of the zoning ordinance, which shall apply to all uses in this zoning district, except for the construction of a single-family dwelling unit on a single lot.

(F) TABLE OF PERFORMANCE STANDARDS.

	Performance Standard	Minimum Requirement
(1)	Minimum Lot Area	15,000 square feet; 5,445 square feet for single-family dwellings
(2)	Minimum Lot Width	150 feet; 50 feet for single-family dwellings
(3)	Minimum Lot Depth	100 feet
(4)	Maximum Lot Coverage	40 percent
(5)	Minimum yards	
	Front	30 feet; 25 feet for single-family dwellings
	Side (Interior)	10 feet; 8 feet for single-family dwellings
	Side (Corner)	25 feet; 15 feet for single-family dwellings
	Rear	25 feet; 15 feet for single-family dwellings
(6)	Maximum Building Height	45 feet, except as provided by special exception
(7)	Maximum Density	
	Single-Family	8 Units/acre
	Townhouse	15 Units/acre
	Multi-Family	25 Units/acre
(8)	Minimum Floor Area Per Living Unit	
	(a) For Units Not Qualified and Approved for HUD Programs, section 202 or 811	
	Efficiency multi-family unit	600 square feet
	1 Bedroom multi-family unit	900 square feet
	2 Bedroom multi-family unit	1,000 square feet plus one hundred (100) square feet for each additional bedroom
	(b) For Units Qualified and Approved for HUD Programs, section 202 or 811 Only	
	Efficiency multi-family unit	400 square feet
	1 Bedroom multi-family unit	520 square feet
	2 Bedroom Manager's unit	780 square feet
	Each of the above units shall have a minimum of one bath.	
	Said projects shall be exempt from Appendix A, article XI, section 6(F)(9).	
	Single-family dwelling units	1,000 square feet

(9)	Minimum Average Floor Area Per Living Unit		
	(a)	For Units Not Qualified and Approved for HUD Programs, section 202 or section 811	1,000 square feet
	(b)	For Units Qualified and Approved for HUD Programs, section 202 or section 811 Only	Said units shall be exempt from the Minimum Average Floor Area Requirement
(10)	Minimum Floor Area Per Sleeping Unit for Hotel/Motel Development		400 square feet
(11)	Minimum Parking Requirement		Pursuant to article XII, Off-Street Parking and Loading Regulations
(12)	Fencing		Pursuant to article XIII, section 5 and other applicable provisions of the Zoning Ordinance
(13)	Landscaping		Pursuant to article XIV, Landscape Requirements and other applicable provisions of the Zoning Ordinance
(14)	Pedestrian Access		All developments must provide pedestrian access to the front of each building by sidewalk
(15)	Vehicular Access		Pursuant to article XIII, section 4

(Ord. No. 1618-3, § 3; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 13-78, § 3, 9-5-78; Ord. No. 26-81, § 1, 12-22-81; Ord. No. 3-85, § 12, 1-8-85; Ord. No. 4-85, § 12, 2-12-85; Ord. No. 17-86, § 1(d), 9-23-86; Ord. No. 7-88, § 5, 3-8-88; Ord. No. 17-89, § 4, 12-22-89; Ord. No. 16-90, §, 6-12-90; Ord. No. 19-96, § 2, 11-12-96; Ord. No. 6-98, § 1, 3-24-98; Ord. No. 26-98, § 3, 9-22-98; Ord. No. 20-2007, § 2, 6-5-07; Ord. No. 02-2021, § 2, 4-13-2021)

CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	September 8, 2026
File ID:	2026-750
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of Ordinance 14-2026, adopting a Large-Scale Comprehensive Plan Text Amendment to amend Figure FLU-1 of the Future Land Use Element to recognize the RU-2-25 Multiple-Family Dwelling District as an applicable zoning district within the Medium Density Residential (MDR) Future Land Use category only for properties located in the South of the Village (SV) Subdistrict of the Cocoa Waterfront Overlay District.

BACKGROUND:

The City has identified an existing inconsistency between the Future Land Use Element and the zoning/overlay framework that applies to a portion of the South of the Village neighborhood. The affected area is designated Medium Density Residential (MDR) on the Future Land Use Map, while parcels within the South of the Village Subdistrict include underlying RU-2-25 zoning. Figure FLU-1 presently identifies RU-1-7, RU-2-15, RM-4, and PUD as applicable zoning districts within MDR, but does not list RU-2-25. As a result, the adopted zoning and the adopted future land use framework do not fully align.

Ordinance 14-2026 is a targeted text amendment intended to correct that inconsistency without expanding eligibility for RU-2-25 throughout the City. The amendment adds RU-2-25 to Figure FLU-1, subject to a new location-specific note stating that RU-2-25 is an applicable zoning district in MDR only within the South of the Village Subdistrict of the Cocoa Waterfront Overlay District. The note further states that the MDR maximum density of 15 dwelling units per acre controls. Therefore, the amendment does not authorize the 25 dwelling units per acre otherwise associated with the RU-2-25 zoning district, in which the property remains designated MDR.

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.
Policy 1.1.1.1: The adopted Future Land Use Map identifies appropriate locations for each land-use category. Maximum densities and intensities in Figure FLU-1 are not guaranteed for all sites, and zoning and land development regulations may impose tighter standards based on land use allocation criteria.
Policy 1.1.2.4 - Medium Density Residential: MDR areas are areas of moderate-density detached and attached housing. Appropriate locations should have access to at least a minor collector, preferably a major collector or higher-classified roadway; convenient

access to community services; and, for new developments, provide open space and buffering as required by the Land Development Regulations.

Waterfront Redevelopment Framework

The Cocoa Waterfront Master Plan, prepared for the Cocoa Community Redevelopment Agency in 2008, established a community vision focused on enhancing downtown vibrancy and sustainability through increased opportunities for mixed-use residential development, strengthening the identity of Cocoa Village, improving pedestrian walkability and livability, enhancing connectivity to the riverfront, building upon the area's historic and cultural assets, and improving the overall appearance and quality of redevelopment. Through the planning process, the Master Plan recognized that the redevelopment area contained distinct neighborhoods with different development patterns and recommended creation of a form-based overlay district tailored to the design and architectural characteristics of individual subdistricts, including South of the Village.

In 2013, Ordinance No. 09-2013 implemented this recommendation by adopting the Cocoa Waterfront Overlay District, which regulates development through a Regulating Plan and building typologies that address lot configuration, building placement, scale, frontage, parking, and other elements of urban form. Within the South of the Village (SV) Subdistrict, the Regulating Plan specifically accommodates a variety of residential forms, including estate houses, houses, cottages, and townhouses throughout the subdistrict, with apartment buildings and courtyard apartments permitted at locations identified on the Regulating Plan. This range of building types reflects the Master Plan's intent to facilitate redevelopment while responding to the area's existing lot pattern, scale, and character. Accordingly, townhouse development within the South of the Village is intended to follow the more tailored, form-based standards of the Waterfront Overlay rather than conventional townhouse standards that may require larger lots or development configurations inconsistent with the smaller, established parcels found within the subdistrict.

For the properties addressed by this amendment, the current regulatory framework consists of an MDR Future Land Use designation, underlying RU-2-25 zoning, and the South of the Village subdistrict. The Overlay recognizes RU-2-25 within the subdistrict, while Figure FLU-1 of the Comprehensive Plan does not presently identify RU-2-25 as an applicable zoning district within MDR. This creates the present regulatory inconsistency addressed by Ordinance 14-2026.

The proposed amendment does not remove or supersede the Waterfront Overlay's form-based standards. Development would remain subject to the Regulating Plan, permitted building types, applicable site and design requirements, and the maximum density established by the MDR Future Land Use category.

Existing Planning Framework and Regulatory Consistency

Available City records indicate that the area was designated R-4 multifamily residential on the 1959 zoning map and had transitioned to RU-2-25 zoning by the late 1980s. The City's 1998 Comprehensive Plan identified the area as Medium Density Residential. Staff does not rely on the timing or rationale for those earlier changes to support the present amendment; the current analysis is based on the adopted regulatory framework in effect today.

Today, the affected properties are designated Medium Density Residential on the Future Land Use Map and are zoned RU-2-25 within the South of the Village Subdistrict of the Cocoa Waterfront Overlay District. Figure FLU-1 allows a maximum density of 15 dwelling units per acre within MDR and currently lists RU-1-7, RU-2-15, RM-4, and PUD as applicable zoning districts, but it does not list RU-2-25. The Waterfront Overlay, however, recognizes the existing RU-2-25 zoning within South of the Village and does not identify RU-2-15 as an applicable zoning district within that subdistrict.

One potential way to address the inconsistency in Figure FLU-1 would be to rezone the affected RU-2-25 properties to a zoning district already listed in MDR, such as RU-2-15. Staff does not consider that approach to be the most direct solution because it would resolve the Comprehensive Plan inconsistency while creating a separate inconsistency with the Cocoa Waterfront Overlay, where RU-2-15 is not currently recognized as an applicable zoning district. Implementing that alternative would therefore require an additional amendment to the Waterfront Overlay, in addition to rezoning the affected properties.

Ordinance 14-2026 provides a narrower solution by recognizing the zoning district that already applies to the affected properties, but only within the South of the Village Subdistrict and only subject to the MDR maximum density of 15 dwelling units per acre. This approach avoids rezoning solely to match the Figure FLU-1 table, avoids the need to add RU-2-15 to the Waterfront Overlay, and preserves the current form-based regulatory framework for South of the Village.

Accordingly, the proposed amendment reconciles the current Future Land Use, zoning, and overlay regulations without increasing the residential density authorized by MDR and without expanding RU-2-25 as an applicable MDR zoning district elsewhere in the City.

PROPOSED AMENDMENT

Ordinance 14-2026 amends Figure FLU-1, Standards for Future Land Use Categories, by adding RU-2-25 to the list of applicable zoning districts in the Medium Density Residential column and linking the designation to a new Note 11. Note 11 provides: “The RU-2-25 zoning district shall be considered an applicable zoning district in the Medium Density Residential Future Land Use category only in the South of Village Subdistrict of the Cocoa Waterfront Overlay District. The 15 du/acre maximum density

shall control.”

This approach is intentionally narrow. It does not change the Future Land Use Map, rezone property, or increase the maximum density allowed by the MDR land use category. Instead, it reconciles the City’s Comprehensive Plan with an existing zoning and overlay condition in a specifically identified redevelopment area. Future development remains subject to the Waterfront Overlay regulating plan, applicable building types and design standards, site plan review, concurrency requirements, stormwater standards, utilities review, transportation review, and all other applicable development regulations.

COMPREHENSIVE PLAN AMENDMENT ANALYSIS

Planning & Zoning staff has reviewed the proposed amendment under the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 of the City Code and the applicable goals, objectives, and policies of the Comprehensive Plan.

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the City's budget or the economy of the City or the region;

Staff Finding: The amendment is expected to have a favorable or neutral fiscal effect. It removes a regulatory inconsistency that can delay or prevent reinvestment in properties already planned for medium-density residential use and already regulated by the South of the Village overlay. By allowing redevelopment to proceed under a consistent set of land-use, zoning, and overlay standards, the amendment may support property reinvestment and the area's taxable value. The text amendment creates no direct City expenditure.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The amendment does not increase the MDR maximum density and therefore does not, by itself, create additional development rights beyond 15 dwelling units per acre. Any future project will be reviewed for concurrency and site-specific impacts. Cocoa Utilities will review potable water and sanitary sewer demands; stormwater improvements must meet applicable City and regional standards; transportation impacts may require a trip memorandum or traffic analysis; solid waste service must comply with the City's service standards; and school concurrency will apply to residential development as required by the Public-School Facilities Element. Because the amendment is a text correction rather than a site-specific development approval, no reduction in adopted level of service is anticipated from the amendment itself.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the City or the region as a result of the proposed amendment;

Staff Finding: No direct adverse environmental or resource impact is anticipated. The amendment does not approve physical development or alter environmental permitting requirements. Future redevelopment remains subject to the City's stormwater, floodplain, landscaping, tree protection, and other applicable development requirements. The Waterfront Overlay also regulates site and building form to protect the character of the redevelopment area.

(4) Whether the proposed amendment is consistent with and its effect upon applicable state and regional planning requirements;

Staff Finding: The amendment directs redevelopment to an established urban area with existing streets, utilities, public services, and an adopted redevelopment framework. This is consistent with the Community Planning Act's emphasis on plan amendments supported by data and analysis, and with state planning principles that favor the efficient use of existing urban infrastructure. The amendment will be processed in accordance with Section 163.3184, Florida Statutes, including transmittal and state review requirements applicable to comprehensive plan amendments.

(5) Whether the City is able to provide adequate service from public facilities to the affected property, and whether the amendment will promote cost-effective use of or unduly burden public facilities below the level of service set in the Comprehensive Plan;

Staff Finding: The South of the Village area is within the existing urban service area and is already designated MDR. The proposed amendment preserves the existing 15 du/acre land use cap rather than increasing it to the RU-2-25 zoning district's nominal 25 du/acre maximum. This limitation materially reduces the potential for the text amendment to create unplanned infrastructure demand. Site-specific capacity and improvement needs will continue to be addressed during development review.

(6) Whether the amendment is compatible with surrounding neighborhoods and land uses;

Staff Finding: The amendment improves compatibility between adopted planning layers. The South of the Village area contains an established mixture of residential, commercial, institutional, and redevelopment-oriented parcels, and the Waterfront Overlay was specifically designed to manage transitions in form, scale, building placement, access, and streetscape. Retaining the MDR 15 du/acre maximum ensures that the Comprehensive Plan continues to control overall residential intensity. At the same time, the overlay provides more detailed form-based standards to ensure compatibility with the surrounding neighborhood.

(7) Whether approval of the amendment will cause the Comprehensive Plan to be internally inconsistent;

Staff Finding: Approval will reduce, rather than create, internal inconsistency. The

affected properties are designated MDR, retain RU-2-25 zoning, and are located within the South of the Village Subdistrict, where the Waterfront Overlay recognizes RU-2-25. Figure FLU-1, however, does not presently list RU-2-25 as an applicable MDR zoning district. Rezoning the properties to RU-2-15 would address the Figure FLU-1 inconsistency but would create a separate inconsistency because RU-2-15 is not currently recognized within the South of the Village Waterfront Overlay. The proposed note provides a narrower reconciliation by recognizing the existing RU-2-25 zoning only within South of the Village and expressly retaining the 15 du/acre MDR maximum. This approach also advances Policies 1.1.10.7 and 1.1.10.8 regarding identification and correction of land use and zoning inconsistencies.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The amendment is expected to have a favorable effect by removing a barrier to residential infill and redevelopment within an established urban neighborhood near U.S. 1, Cocoa Village, employment areas, services, and community facilities. The amendment does not mandate a particular housing product. Still, it allows the existing RU-2-25/overlay framework to operate within the MDR density limit, thereby preserving opportunities for a range of attached and multifamily housing forms contemplated by the Waterfront planning framework.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the City;

Staff Finding: The amendment is expected to promote the public welfare by providing a clearer, more predictable regulatory framework for redevelopment while retaining the density safeguard established by the MDR Future Land Use category. Aesthetic and neighborhood character considerations will continue to be addressed through the Waterfront Overlay's form-based standards, which regulate plan, building typologies, frontage standards, circulation requirements, and redevelopment review thresholds.

CONSISTENCY WITH KEY COMPREHENSIVE PLAN POLICIES

• Policy 1.1.2.4 - Medium Density Residential: The proposed amendment remains within the MDR category and preserves its 15 du/acre maximum. Redevelopment will continue to be evaluated for roadway access, community services, open space, and buffering.
• Policy 1.1.4.1 - Community Redevelopment Areas: The City is directed to continue promoting vitality and redevelopment within its established redevelopment areas.
• Policy 1.1.4.7 - Redevelopment Plans and the Future Land Use Map: The amendment improves consistency between the adopted redevelopment framework and the Future Land Use standards.
• Policy 1.1.4.10 - Infill and Redevelopment: The City encourages infill and redevelopment in blighted areas or areas in transition and encourages housing where community services exist or are programmed.
• Policies 1.1.10.7 and 1.1.10.8 - Plan/Zoning Consistency: The Comprehensive Plan

directs the City to identify and address incompatible or inconsistent existing land uses and to eliminate inconsistencies between the Official Zoning Map and the Future Land Use Map.
• Policy 1.2.1.6 - Interconnected Urban Form: Future infill and redevelopment should provide interconnected street-grid networks where feasible and promote walkability and multimodal travel.
• Policy 1.2.2.1 - Form-Based Design: The City may use form-based design standards in CRAs, major corridors, and waterfront areas; the Cocoa Waterfront Overlay is the adopted implementation tool for this area.

STAFF CONCLUSION

Staff finds that Ordinance 14-2026 is a limited corrective amendment that resolves a conflict between the Medium Density Residential Future Land Use category and existing RU-2-25 zoning within the South of the Village Subdistrict. The amendment is geographically constrained to the Waterfront Overlay subdistrict, where the zoning and redevelopment framework already exists, and it expressly preserves the 15 du/acre MDR density cap. The amendment therefore provides regulatory consistency without creating a citywide expansion of RU-2-25 within MDR and supports the long-standing Waterfront Master Plan objective of facilitating coordinated infill and redevelopment in the South of the Village area.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
On September 2, 2026, the Planning & Zoning Board recommended APPROVAL of Ordinance 14-2026 to the City Council.

RECOMMENDED MOTION:
Staff recommends that the City Council APPROVE Ordinance 14-2026, adopting a Large-Scale Comprehensive Plan Text Amendment to amend Figure FLU-1 to recognize RU-2-25 as an applicable zoning district within the Medium Density Residential Future Land Use category only in the South of the Village Subdistrict of the Cocoa Waterfront Overlay District, subject to the 15 dwelling units per acre maximum density of the MDR Future Land Use category.

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-2-25 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY IN CERTAIN LOCATIONS; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to amend Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan, which establishes the uses and zoning districts allowed in each future land use category; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, the text amendment herein is intended to add the R-U-2-25, Multiple-Family Dwelling District, to the list of "Applicable Zoning Districts" in the Medium Density Residential Future Land Use category; and

WHEREAS, adding the RU-2-25 zoning district to the list of allowable zoning districts in the Medium Density Residential Future Land Use category will resolve an existing inconsistency for the South of Village Subdistrict of the Cocoa Waterfront Overlay District, which has a Future Land Use designation of Medium Density Residential and an underlying zoning district of RU-2-25; and

WHEREAS, the addition of the RU-2-25 zoning district to the Medium Density Residential

Future Land Use category will allow for the South of Village neighborhood to continue to develop in accordance with the medium density character that currently exists and shall remain subject to the maximum density of 15 du/acre as dictated by the Medium Density Residential future land use designation that currently exists; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	RU-1-7, RU 2-15, RU-2-25[11], RM-4, and PUD	RU-2-15, RU 2-25, Inst, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.

7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.
10. "Floating solar facility" as defined in Section 163.32051, F.S., shall be permitted in all future land use categories subject to applicable land development regulations in the Code of Ordinances.
11. The RU-2-25 zoning district shall be considered an applicable zoning district in the Medium Density Residential Future Land Use category only in the South of Village Subdistrict of the Cocoa Waterfront Overlay District. The 15 du/acre maximum density shall control.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, **CMC, City Clerk**

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad:_____

Second Reading: _____

Effective Date: _____

USA TODAY CO.

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AFFIDAVIT OF PUBLICATION

Trimaine Smith
Monica Arsenault
Cocoa City Hall
65 Stone Street
Cocoa FL 32922

STATE OF WISCONSIN, COUNTY OF BROWN

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BRE Brevard Florida Today 08/23/2026
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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 08/23/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT AND COMPREHENSIVE PLAN TEXT AMENDMENT
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE NO. 14-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-2-25 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY IN CERTAIN LOCATIONS; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE NO. 13-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 5 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO MAKE CERTAIN CLARIFYING AMENDMENTS RELATED TO TOWNHOUSE RESIDENTIAL SUBDIVISIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Planning and Zoning Board
PUBLIC HEARING
WILL BE HELD ON
September 2, 2026
City Council First Reading
PUBLIC HEARING
WILL BE HELD ON
September 8, 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, FLORIDA 32922

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 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.

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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. 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:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/2033 8/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/2033 8/City-Meetings

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 28, 2026
Agenda Date:	September 8, 2026
File ID:	2026-781
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of the Final Plat for Michael C. Blake Subdivision Re-Plat No. 1, consistent with Chapter 18, Subdivisions, of the City of Cocoa Code of Ordinances.

BACKGROUND:

The Michael C. Blake Subdivision is an affordable residential housing project generally located north of Barbara Jenkins Street and between Mango Avenue and Blake Avenue in the City of Cocoa. The project was previously reviewed and approved as a Large-Scale Site Plan and Preliminary Plat for 30 single-family homes on approximately 2.56 acres. The approved site plan establishes a compact, small-lot residential development pattern, with typical lots measuring approximately 37 feet by 95 feet (about 3,515 square feet) and an overall development density of approximately 12 dwelling units per acre.

This project utilizes the existing Mango, Valencia, and Blake Avenue street network and includes the necessary utility, drainage, sidewalk, driveway, landscaping, and stormwater improvements to support residential development. The preliminary subdivision involved 15 existing parcels within the Michael C. Blake Subdivision.

The Final Plat replats Lots 1 through 6 and Lots 9 through 17 of the Michael C. Blake Subdivision, as recorded in Plat Book 66, Page 69, Public Records of Brevard County, Florida. The replat reconfigures the 15 existing parcels into 30 residential lots within Section 32, Township 24 South, Range 36 East, consistent with the previously approved Large-Scale Site Plan and Preliminary Plat for 30 single-family dwelling units.

Project Overview:

Project Name:	Michael C. Blake Subdivision
Applicant:	Lennar Homes (Developer) Rafael Nelson, Anna Myers 3931 RCA Blvd, Suite 3105 Palm Beach Gardens, FL 33410
Property Owner:	City of Cocoa 65 Stone St. Cocoa, FL 32922

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	RU-1-7	Single-family Residential & Vacant
South	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
East	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
West	Medium Density Residential	RU-1-7	Single-family Residential & Vacant

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Project Overview:

Project Name: Michael C. Blake Subdivision
Applicant: Lennar Homes (Developer)
Rafael Nelson, Anna Myers
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410

Property Owner: Lennar Homes, LLC
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410

Project Background:

The project was publicly noticed in 2025 for consideration of a Large-Scale Site Plan and Preliminary Plat. The noticed development program consisted of 30 single-family homes and the reconfiguration of 15 existing parcels into 30 residential lots. The Planning & Zoning Board hearing was scheduled for December 3, 2025, followed by City Council consideration on December 9, 2025.

The lands are also subject to the City of Cocoa Amended and Restated Development Agreement for Affordable Housing – Michael C. Blake Subdivision Project, recorded in Official Records Book 10578, Page 239, and the First Addendum to that Development Agreement, recorded in Official Records Book 10600, Page 2668. These agreements are specifically identified in the notes on the submitted Final Plat.

Final Plat Details:
• The plat is titled Michael C. Blake Subdivision Re-Plat No. 1 and is dated July 13, 2026.
• The replat covers Lots 1 through 6 and Lots 9 through 17 of the previously recorded Michael C. Blake Subdivision.
• The submitted plat depicts 30 residential lots.
• Public utility easements are dedicated to the City of Cocoa and other public utility providers, including 15-foot easements along the fronts of lots abutting Mango Avenue, Valencia Avenue, and Blake Avenue, and 5-foot easements along side lot lines.
• All lot drainage is identified as private, with maintenance and repair responsibility assigned to the individual lot owners.

Final Plat Analysis:

Chapter 18 of the City Code establishes the City Council as the City's platting authority. After approval of a preliminary plat, Section 18-30 requires submission of a final plat to City Council and requires the final plat to be properly executed for recording. Section 18-31 requires the final plat to substantially conform to the approved preliminary plat and to satisfy the applicable platting requirements.

The submitted replat contains the subdivision title and legal description, lot lines and lot numbers, adjoining streets, public utility easements, survey information, and the required municipal approval and recording certification blocks. The plat also identifies B.S.E. Consultants, Inc. as the surveying firm and includes the surveyor's certification that the plat was prepared in accordance with the survey requirements of Chapter 177, Part I, Florida Statutes.

An executed Opinion of Title dated July 22, 2026, was provided to the City. The Opinion of Title identifies Lennar Homes, LLC as the fee simple owner of the property and identifies the applicable recorded encumbrances and exceptions affecting the plat. The legal description in the Opinion of Title corresponds to Lots 1 through 6 and Lots 9

through 17 of the Michael C. Blake Subdivision, consistent with the property included in the submitted replat.

Based on the submitted Final Plat and supporting title documentation, the Final Plat is presented to City Council for approval and authorization for execution and recording, subject to completion of all final administrative and recording requirements.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Future Land Use Element

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas exhibiting evidence of decline through redevelopment programs and by maintaining land development regulations that include standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.1:The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

Staff Response: The Michael C. Blake Subdivision advances the City's redevelopment objectives by facilitating new residential development within an established urban neighborhood using existing streets, utilities, and public infrastructure. The development plans also provide the necessary utility infrastructure, stormwater management, sidewalks, driveways, landscaping, and related site improvements while retaining and utilizing existing infrastructure where feasible.

The project, therefore, represents reinvestment and residential redevelopment within an already developed portion of the City rather than expansion of development into an undeveloped area. By converting previously assembled and underutilized residential parcels into new housing and associated public and private improvements, the Final Plat implements the previously approved redevelopment plan for the site and supports the City's objective of promoting vitality within its redevelopment areas.

Housing Element

GOAL 3.1:The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population throughout the planning horizon.

Staff Response: The proposed Final Plat supports Goal 3.1 and Objective 3.1.1 by

facilitating construction of additional single-family housing within the City. The approved site plan provides 30 small detached residential units, thereby adding to the City's housing inventory and introducing a smaller-lot housing product than conventional single-family development. The typical lot shown on the approved site plan is approximately 37 feet by 95 feet, or approximately 3,515 square feet, which supports a compact urban lot pattern for residential development.

The project is also specifically subject to the City's Amended and Restated Development Agreement for Affordable Housing – Michael C. Blake Subdivision Project and its First Addendum, which are identified directly on the Final Plat. Accordingly, approval of the Final Plat supports the City's efforts to expand the housing supply, including housing developed pursuant to the City's affordable housing initiative.

Objective 3.1.6: Location of Housing. The City shall provide appropriate and adequate locations for very low-income, low-income, and moderate-income housing, and provide for adequate sites for mobile and manufactured homes.

Staff Response: This project provides an additional housing location, developed pursuant to the City's affordable housing program, within an established residential area. The property is designated Medium Density Residential and is zoned RU-1-7, and the approved development consists of single-family detached housing at approximately 12 dwelling units per acre.

The location also provides access to an established street and utility network rather than requiring the creation of a new isolated residential area. The Final Plat dedicates public utility easements to the City and other utility providers to support installation, maintenance, repair, and access to utility facilities. These characteristics support the City's objective of locating housing where services and infrastructure are available.

Objective 3.3.1: Incentives for Affordable Housing. The City shall maintain land development regulations and procedures that assist the private and non-profit sectors in providing identified housing needs of various types, sizes, and costs.

Staff Response: The Michael C. Blake Subdivision directly supports this objective. The Final Plat specifically identifies the property as being subject to the City's Amended and Restated Development Agreement for Affordable Housing, Michael C. Blake Subdivision Project, recorded in Official Records Book 10578, Page 239, and the First Addendum recorded in Official Records Book 10600, Page 2668.

The approved development employs a compact, small-lot pattern to accommodate 30 detached single-family homes on approximately 2.56 acres. The typical lot is approximately 3,515 square feet, and the approved density is approximately 12 dwelling units per acre. This development format allows the City and the private developer to implement a housing product with smaller lots and more efficient use of land and infrastructure than a conventional lower-density subdivision. Approval of the Final Plat is therefore an implementation step in the City's previously approved

affordable-housing initiative and is consistent with Objective 3.3.1.

Infill Development

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.
Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff Response: The project strongly advances Goal 3.7 and Objective 3.7.1 by incorporating residential infill into an established neighborhood and using an existing urban street pattern, rather than creating a conventional suburban subdivision with new internal streets. The project is located between Stone Street and Barbara Jenkins Street, with individual units taking access from Mango, Valencia, and Blake Avenues.

The Final Plat further formalizes the lot configuration and provides the utility easements necessary to serve the development. Accordingly, the project makes productive use of existing urban land and infrastructure, provides additional housing without expanding the City's development footprint, and implements the compact infill development contemplated by Goal 3.7 and Objective 3.7.1.

Overall Staff Finding

Staff finds that the Michael C. Blake Subdivision Final Plat is consistent with the applicable goals, objectives, and policies of the Comprehensive Plan related to redevelopment, housing supply, affordable housing, and infill development. The Final Plat implements the previously approved residential development by establishing the lots and easements necessary to support the project's construction. The development adds new single-family housing within an established urban neighborhood, uses the existing street and infrastructure network, employs a compact small-lot development pattern, and is subject to the City's recorded Affordable Housing Development Agreement. The request therefore advances the City's objectives of promoting redevelopment, increasing housing opportunities, supporting affordable housing, and encouraging residential infill.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Based on a 2.4 persons-per-dwelling-unit multiplier, the project is expected to add 72 citizens to the City’s population base. An increase in population will positively affect

intergovernmental revenues received under population-based distribution formulas.

PREVIOUS ACTION:

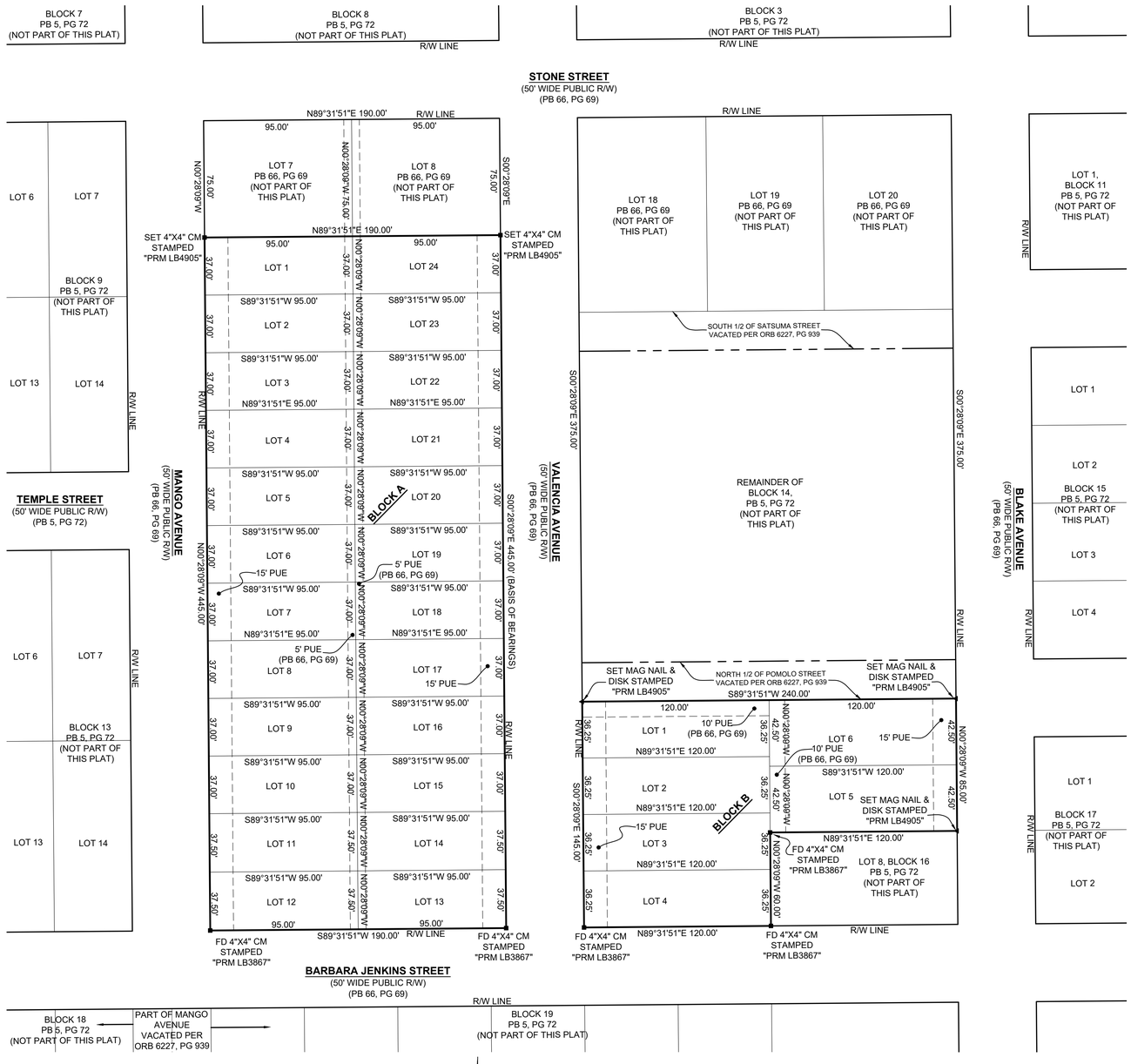
- In September of 2024, the City published a Request for Proposal (RFP) to redevelop this Property into affordable single-family housing to further the objectives of the Diamond Square Community Redevelopment Plan.
- In October of 2024, Lennar Homes submitted a proposal to develop the Property as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet and would be sold for a maximum sales price not exceeding the affordable threshold established by the United States Department of Housing and Urban Development (HUD) at the time of sale. The City Council selected Lennar Homes to negotiate a Development Agreement (DA) that establishes guidelines and parameters for the development (Project) of the Property.
- On April 22, 2025, City Council approved the Concept Plan, Development Agreement, and Purchase and Sale Agreement for the Michael C. Blake Subdivision (please see attachments for reference. Please see Exhibit "B" in the DA for the Concept Plan).
- On June 23, 2025, Lennar submitted the Site Plan and Preliminary Plat for review and approval by City Staff (also attached for reference).
- On December 3, 2025, Planning and Zoning recommended approval to the City Council for the Site Plan and the Preliminary Plat.
- On December 9, 2025, the City Council approved the site plan and preliminary plat.
- On January 29, 2026, the City conveyed the Michael C. Blake property to Lennar Homes, LLC pursuant to the approved Purchase and Sale Agreement and Development Agreement.

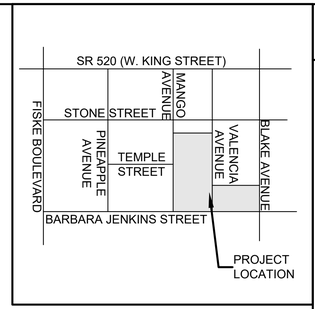
RECOMMENDED MOTION:

Staff recommends that the City Council APPROVE the Final Plat for Michael C. Blake Subdivision Re-Plat.

MICHAEL C. BLAKE SUBDIVISION RE-PLAT NO. 1

BEING A REPLAT OF LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA





LOCATION MAP
NOT TO SCALE

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT REFERENCE MONUMENT (PRM); SET MAG NAIL & DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED

40 0 20 40
1 INCH = 40 FEET

PLAT NOTES

1. BEARING REFERENCE: ASSUMED BEARING OF S00°28'09"E ON THE WEST RIGHT-OF-WAY LINE OF VALENCIA AVENUE.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(9).
3. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. A 15.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS ABUTTING AND COINCIDENT WITH THE RIGHTS-OF-WAY FOR MANGO AVENUE, VALENCIA AVENUE AND BLAKE AVENUE IS HEREBY DEDICATED TO THE CITY OF COCOA AND OTHER PUBLIC UTILITY PROVIDERS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES AND FACILITIES.
5. A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE SIDE LOT LINES OF ALL LOTS IS HEREBY DEDICATED TO THE CITY OF COCOA AND OTHER PUBLIC UTILITY PROVIDERS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES AND FACILITIES.
6. THE LANDS SUBDIVIDED HEREIN ARE SUBJECT TO THE CITY OF COCOA AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING, MICHAEL C. BLAKE SUBDIVISION PROJECT, AS RECORDED IN OFFICIAL RECORDS BOOK 10578, PAGE 239, AND THE FIRST ADDENDUM TO CITY OF COCOA AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING, MICHAEL C. BLAKE SUBDIVISION PROJECT, AS RECORDED IN OFFICIAL RECORDS BOOK 10600, PAGE 2668, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
7. ALL LOT DRAINAGE IS PRIVATE. MAINTENANCE AND REPAIR OF LOT DRAINAGE FEATURES AND/OR FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S).

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
CM	CONCRETE MONUMENT
ESMT	EASEMENT
FD	FOUND
FT	FOOT/FEET
LB	LICENSED BUSINESS
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PUE	PUBLIC UTILITY EASEMENT
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY

DESCRIPTION:

LOTS 1 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 17, INCLUSIVE, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 69, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 07/13/2026
DESIGN/DRAWN: LEH
DRAWING# 1176502_300_001
PROJECT# 11765.02

PLAT BOOK _____, PAGE _____
SHEET 1 OF 1
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LENNAR HOMES, LLC, being the owner in fee simple of the lands described in:

MICHAEL C. BLAKE SUBDIVISION RE-PLAT NO. 1

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the public utility easements as shown hereon for the installation, maintenance, repair, and access of public utilities and facilities to the City of Cocoa and other public utility providers. No other easements are dedicated or granted to the public.

By: _____
SIGNATURE

GREGORY PETTIBON, AUTHORIZED AGENT, VICE-PRESIDENT

WITNESS: _____
SIGNATURE SEAL

_____
PRINTED NAME

WITNESS: _____
SIGNATURE

_____
PRINTED NAME

LENNAR HOMES, LLC
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ by Gregory Pettibon, Authorized Agent, Vice-President of the above named corporation, incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ____ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC

My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 05/07/2025 he completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF CITY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
EDWIN MUNOZ, Jr.
Registered Florida Surveyor & Mapper, License Number 7288 SEAL
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Michael C. Blake, MAYOR

ATTEST: _____
Monica Arsenault, CITY CLERK SEAL

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

H:\Projects Folder\11765.02\Drawings\1176502_300\1176502_300_001.dwg July 13, 2026 1:32:08 PM lh

OPINION OF TITLE

To: City of Cocoa

With the understanding that this Opinion of Title is furnished to the City of Cocoa, and as an inducement for acceptance of a proposed preliminary subdivision plat or waiver of plat ("Plat") covering the real property hereinafter described, it is hereby certified that I have examined American Land Title Association Commitment No. 111606-000008, covering the period from the beginning to the 6th day of July, 2026 at the hour of 12:00 a.m., inclusive (collectively the "Title Evidence") of the property described on **Exhibit "A"** attached hereto.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Lennar Homes, LLC, a Florida limited liability company (the "Company")

Further, I am of the opinion either Carlos Gonzalez or Greg McPherson, each as Vice President of the Company, is authorized to execute all documents on behalf of said Company.

Subject to the following encumbrances, liens, and other exceptions:

1. **RECORDED MORTGAGES:**

   None.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

   None.

3. **GENERAL EXCEPTIONS:**

   1. All taxes for the year 2026 and subsequent years.
   2. Rights of persons other than the above owners who are in possession.
   3. Facts that would be disclosed upon accurate survey.
   4. Any unrecorded labor, mechanics' or materialmen's liens.
   5. Zoning and other restrictions imposed by governmental authority.

6. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

7. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the property.

4. **SPECIAL EXCEPTIONS:**

1. The following matters as contained on the Plat of MICHAEL C. BLAKE SUBDIVISION, recorded in Plat Book 66, Page 69, of the Public Records of Brevard County, Florida:

a) A 5 foot public utility easement, as to Lots 1 through 6, inclusive, and Lots 9 through 14, inclusive.

b) A 10 foot public utility easement, as to Lots 15, 16, and 17.

c) Restrictions pertaining to the public utility easements, as to all lots.

2. Second Addendum to Construction Agreement Between the City of Cocoa, Florida and Community Housing Initiative, recorded February 12, 2026, in Official Records Book 10545, Page 2793, of the Public Records of Brevard County, Florida.

3. Resolution 2025-046, attached to the Special Warranty Deed recorded February 12, 2026, in Official Records Book 10545, Page 2797, with the Resolution document beginning on Page 2802, of the Public Records of Brevard County, Florida.

4. City of Cocoa Amended and Restated Development Agreement for Affordable Housing - Michael C. Blake Subdivision Project, recorded March 23, 2026, in Official Records Book 10578, Page 239, as affected by First Addendum to Amended and Restated Development Agreement for Affordable Housing, recorded April 16, 2026, in Official Records Book 10600, Page 2668, all of the Public Records of Brevard County, Florida.

5. Any lien or right to a lien for labor, services or materials provided in connection with the construction of the improvements referred in the following Notices of Commencement:

a) May 6, 2026, in Official Records Book 10617, Page 2015 (As to Lot 1);

b) May 6, 2026, in Official Records Book 10617, Page 2021 (As to Lot 1);
c) May 6, 2026, in Official Records Book 10617, Page 2013 (As to Lot 2);
d) May 8, 2026, in Official Records Book 10619, Page 2991 (As to Lot 2);
e) May 7, 2026, in Official Records Book 10619, Page 242 (As to Lot 3);
f) May 7, 2026, in Official Records Book 10619, Page 244 (As to Lot 3);
g) May 7, 2026, in Official Records Book 10619, Page 236 (As to Lot 4);
h) May 7, 2026, in Official Records Book 10619, Page 240 (As to Lot 4);
i) May 8, 2026, in Official Records Book 10619, Page 2928 (As to Lot 5);
j) May 8, 2026, in Official Records Book 10619, Page 2939 (As to Lot 5);
k) May 8, 2026, in Official Records Book 10619, Page 2921 (As to Lot 6);
l) May 8, 2026, in Official Records Book 10619, Page 2926 (As to Lot 6);
m) May 8, 2026, in Official Records Book 10619, Page 2919 (As to Lot 9);
n) May 8, 2026, in Official Records Book 10619, Page 2923 (As to Lot 9);
o) May 8, 2026, in Official Records Book 10619, Page 2913 (As to Lot 10);
p) May 8, 2026, in Official Records Book 10619, Page 2917 (As to Lot 10);
q) May 7, 2026, in Official Records Book 10619, Page 234 (As to Lot 11);
r) May 8, 2026, in Official Records Book 10619, Page 2905 (As to Lot 11);
s) May 7, 2026, in Official Records Book 10619, Page 232 (As to Lot 12);
t) May 7, 2026, in Official Records Book 10619, Page 238 (As to Lot 12);
u) May 6, 2026, in Official Records Book 10617, Page 2037 (As to Lot 13);
v) May 8, 2026, in Official Records Book 10619, Page 2931 (As to Lot 13);
w) May 6, 2026, in Official Records Book 10617, Page 2030 (As to Lot 14);
x) May 6, 2026, in Official Records Book 10617, Page 2039 (As to Lot 14);

y) May 5, 2026, in Official Records Book 10615, Page 1960 (As to Lot 15);
z) May 8, 2026, in Official Records Book 10619, Page 2933 (As to Lot 15);
aa) May 6, 2026, in Official Records Book 10617, Page 2023 (As to Lot 16);
bb) May 7, 2026, in Official Records Book 10619, Page 230 (As to Lot 16);
cc) May 5, 2026, in Official Records Book 10615, Page 1958 (As to Lot 17);
dd) May 8, 2026, in Official Records Book 10619, Page 2871 (As to Lot 17)

NOTE: All references herein are to the Public Records of Brevard County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following parties must join in the Plat in order to make the plat a valid and binding covenant on the lands described herein:

Name	Interest
Lennar Homes, LLC, a Florida limited liability company	Owner

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable Plat

Respectfully submitted this 22nd day of July, 2026.

Nicholas G. Milano
Florida Bar No. 975788
Holland & Knight LLP
P.O. Box 14070 (Zip Code 33302-4070)
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301
Telephone: (954) 468-7804

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _X_ physical presence or _____ online notarization, this 22nd day of July, 2026, by Nicholas G. Milano, who is personally known to me.

Notary Public, State of Florida at Large



EXHIBIT "A"

Lots 1 through 6, inclusive, and Lots 9 through 17, inclusive, MICHAEL C. BLAKE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Trimaine Smith
Monica Arsenault
Cocoa City Hall
65 Stone Street
Cocoa FL 32922

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 08/23/2026
BRE floridatoday.com 08/23/2026

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 08/23/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$335.27	
Tax Amount:	$0.00	
Payment Cost:	$335.27	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#12570320 08/23/2026

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT AND COMPREHENSIVE PLAN TEXT AMENDMENT
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE NO. 14-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-2-25 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY IN CERTAIN LOCATIONS; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE NO. 13-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 5 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO MAKE CERTAIN CLARIFYING AMENDMENTS RELATED TO TOWNHOUSE RESIDENTIAL SUBDIVISIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Planning and Zoning Board
PUBLIC HEARING
WILL BE HELD ON
September 2, 2026
City Council First Reading
PUBLIC HEARING
WILL BE HELD ON
September 8, 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, FLORIDA 32922

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 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.
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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. 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:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/2033 8/City-Meetings
Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/2033 8/City-Meetings
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 31, 2026
Agenda Date:	September 8, 2026
File ID:	2026-785
Prepared By:	Anthony Garganese, City Attorney
Through:	Stockton Whitten, City Manager
Requested Action:	Approve First Reading of Ordinance No. ____-2026 Regarding Artificial Lighting Nuisances

BACKGROUND:

The City Council has previously discussed enacting legislation that would modify the City Code to improve code enforcement's ability to address nuisances that may occur from artificial lighting sources. The reasonable regulation of artificial lighting is an appropriate exercise of the City's police and home rule powers when such lighting substantially and unreasonably interferes with the use and enjoyment of neighboring property or creates an unreasonable hazard to public safety.

The proposed ordinance amends Chapter 13.5 Nuisances to provide a general nuisance abatement provision that provides Any condition, activity, use of property, or conduct declared to be a nuisance by this Code or applicable law is prohibited and shall not be created, maintained, continued, or permitted by any owner, occupant, tenant, operator, or other person having possession or control of the property upon which the nuisance exists. In addition, the proposed ordinance establishes a new Article IV that specifically addresses artificial lighting nuisances. That Article generally prohibits a person from maintaining or operating an artificial light that directly or substantially projects illumination onto, or creates glare affecting, another property or public right-of-way in a manner that would cause substantial and unreasonable illumination, glare, or interference with the reasonable use and enjoyment of property, as determined from the perspective of an ordinary and reasonable person under the circumstances, or that materially interferes with the safe use of a public right-of-way. The ordinance also provides guidelines to determine artificial lighting nuisances. Further, the ordinance identifies a list of several specifically prohibited lighting nuisance circumstances.

The proposed ordinance should improve code enforcement’s ability to identify and abate artificial lighting nuisances through use of the code enforcement process or other legal means if warranted. Staff recommends approval.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve First Reading of Ordinance No. ____-2026 regulating Artificial Lighting Nuisances.

ORDINANCE NO. 15-2026

AN ORDINANCE OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 13.5, *NUISANCES;* AMENDING ARTICLE I, *IN GENERAL*, TO PROVIDE FOR THE GENERAL ABATEMENT OF NUISANCES; CREATING A NEW ARTICLE IV, ARTIFICIAL LIGHTING NUISANCES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and section 166.021, Florida Statutes, confer upon municipalities broad home rule powers to enact ordinances for municipal purposes, including regulations reasonably designed to protect the public health, safety, welfare, and quality of life, except as prohibited by law; and

WHEREAS, the City Council recognizes that artificial outdoor lighting serves legitimate purposes, including illumination for safety, security, transportation, recreation, commerce, and the reasonable use and enjoyment of private property; and

WHEREAS, artificial lighting that is excessive in intensity, improperly located, directed, shielded, or operated may extend beyond the property upon which the lighting originates and create glare, light trespass, or other unreasonable impacts upon neighboring properties and public rights-of-way; and

WHEREAS, excessive or improperly directed artificial lighting may substantially interfere with the reasonable use and enjoyment of neighboring property, particularly residential property, and may also impair visibility or create unsafe conditions for motorists, bicyclists, pedestrians, and other persons using public rights-of-way; and

WHEREAS, advances in outdoor lighting technology, including high-intensity LED lighting, have increased the availability and use of concentrated and highly directional light sources which, when improperly located, aimed, shielded, or operated, may result in excessive glare, light trespass, or illumination affecting neighboring properties or public rights-of-way; and

WHEREAS, the City Council finds that reasonable regulation of artificial lighting is an appropriate exercise of the City's police and home rule powers when such lighting substantially and unreasonably interferes with the use and enjoyment of neighboring property or creates an unreasonable hazard to public safety; and

WHEREAS, the City Council further finds that the mere visibility of artificial light from another property, standing alone, should not constitute a nuisance, and that regulation should instead address artificial lighting that, because of its intensity, direction, duration, frequency, location, glare, or other relevant circumstances, would cause a substantial and unreasonable

interference from the perspective of an ordinary and reasonable person under the circumstances; and

WHEREAS, the City Council desires to establish clear and reasonable standards for determining when artificial lighting constitutes a prohibited nuisance while preserving the reasonable use of outdoor lighting for lawful residential, commercial, institutional, recreational, governmental, safety, and security purposes; and

WHEREAS, the City Council finds that reasonable corrective measures, including shielding, redirecting, dimming, relocating, or limiting the operation of nuisance lighting, can effectively abate unreasonable lighting impacts without unnecessarily prohibiting otherwise lawful outdoor lighting; and

WHEREAS, the City Council finds that the regulations adopted by this Ordinance are reasonably related to the legitimate municipal purposes of protecting neighboring property owners and occupants from substantial and unreasonable interference, promoting public safety, preserving residential tranquility, and protecting the general health, safety, and welfare of the community; and

WHEREAS, Sections 823.01, 823.05, and 60.05, Florida Statutes, recognize and provide remedies for public nuisances, including express authority for a city attorney to seek injunctive relief to abate a nuisance within the scope of section 823.05; and

WHEREAS, the City Council finds that adoption of this Ordinance is an exercise of the City's police powers, serves a valid municipal purpose, and is in the best interests of the residents and property owners of the City.

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

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

Section 2. **Text Amendment.** The City of Cocoa Code of Ordinances, Chapter 13.5, *Nuisances*, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 13.5. It is intended that the text in Chapter 13.5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

CHAPTER 13.5 – NUISANCES[1]

* * *

ARTICLE I. – IN GENERAL

Sec. 13.5-1. – General Nuisance Abatement.

(a) ***Prohibition.*** Any condition, activity, use of property, or conduct declared to be a nuisance by this Code or applicable law is prohibited and shall not be created, maintained, continued, or permitted by any owner, occupant, tenant, operator, or other person having possession or control of the property upon which the nuisance exists.

(b) ***Code enforcement.*** Any violation of this Chapter, or any nuisance declared by this Code, may be enforced through the City's code enforcement process in accordance with Chapter 162, Florida Statutes, Chapter 6, Articles II and III of this Code, and any other applicable provisions of law. The City may issue notices of violation, require corrective action or abatement, and bring the matter before the City's Code Enforcement Board, Special Magistrate, or other authorized enforcement body.

(c) ***Abatement.*** Upon a finding that a nuisance exists, the City may require the person responsible for the nuisance, or the owner or person having possession or control of the property, to cease, remove, correct, or otherwise abate the nuisance within the time required by the applicable enforcement order in accordance with the abatement procedure set forth in Section 6-903 of this Code.

(d) ***Additional remedies.*** Code enforcement shall not be the exclusive remedy. In addition to code enforcement proceedings, the City may pursue injunctive relief, civil remedies, nuisance abatement, or any other remedy authorized by this Code or applicable law. Remedies shall be cumulative.

(e) ***Judicial action.*** The City Attorney is authorized to institute an action on behalf of the City to enjoin, abate, or otherwise obtain appropriate judicial relief against any nuisance prohibited by this Code or applicable law, including any action authorized by section 60.05, Florida Statutes.

(f) ***Continuing violations.*** Each day that a nuisance continues after expiration of the applicable compliance period shall constitute a separate violation.

(g) ***Emergency conditions.*** Nothing in this section shall limit the City's authority to take immediate action when authorized by law to address a condition presenting an imminent threat to the public health, safety, or welfare.

Secs. ~~13.5-1~~ 13.5-2—13.5-20. – Reserved.

* * *

ARTICLE IV. – ARTIFICIAL LIGHT NUISANCE.

(a) ***Prohibition.*** No person shall maintain or operate an artificial light that directly or substantially projects illumination onto, or creates glare affecting, another property or public right-of-way in a manner that would cause substantial and unreasonable illumination, glare, or interference with the

reasonable use and enjoyment of property, as determined from the perspective of an ordinary and reasonable person under the circumstances, or that materially interferes with the safe use of a public right-of-way.

The mere visibility of a light source or incidental illumination affecting another property shall not, standing alone, constitute a violation.

(b) ***Determination of violation.*** In determining whether a violation exists, the City shall consider:

(1) the brightness, direction, placement, height, and quantity of the light source;

(2) whether the light source or principal beam is directed toward the affected property;

(3) the duration and hours of operation;

(4) the proximity of the light to the affected property;

(5) whether the light source or its principal beam is directly visible from the affected property;

(6) whether the light substantially illuminates a dwelling, window, outdoor living area, or other normally occupied area located on the affected property; and

(7) whether reasonable shielding, redirection, dimming, relocation, or similar measures would substantially reduce the impact on the affected property.

The determination shall be based upon the conditions observed from the affected property or public right-of-way and the totality of the circumstances.

(c) ***Specifically prohibited lighting.*** The following constitute violations of this section without additional proof of substantial and unreasonable interference:

(1) a floodlight, spotlight, or similar directional light whose principal beam is directed onto an adjoining residential property or into a window of an occupied dwelling;

(2) artificial lighting that creates glare which materially impairs the visibility of motorists, bicyclists, or pedestrians using a public right-of-way;

(3) a searchlight, laser, strobe, or similar concentrated or flashing light directed onto another property, except for emergency, governmental, temporary event, or other lighting authorized by law; and

(4) artificial lighting that is installed, located, aimed, adjusted, or operated in a manner that directs substantial illumination onto another property and is not reasonably necessary to illuminate the property on which the light is located.

(d) ***Corrective measures.*** A violation may be corrected by shielding, redirecting, relocating, lowering, dimming, limiting the hours of operation of, or otherwise modifying the light so that the

condition causing the violation is eliminated as determined by the code enforcement officer or the code enforcement board or magistrate, as applicable.

(e) ***Exemptions.*** This section shall not apply to lighting required by law; emergency, traffic-control, roadway, aviation, or governmental lighting; or temporary lighting reasonably necessary for construction, emergencies, or City-approved special events.

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this _____ day of _____, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

First Reading: _____
Second Reading: _____
Effective Date: _____

CITY COUNCIL AGENDA ITEM

Memo Date:	August 26, 2026
Agenda Date:	September 8, 2026
File ID:	2026-767
Prepared By:	Samantha Senger, Communications & Economic Development Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of a $7,500 Cocoa forgivable loan with The Old Florida House, according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business related expenses from the last 6 months while the applicant was completing the Ignite 360 program.

BACKGROUND:

In the second quarter of 2025, the UpStart Review Committee convened to evaluate applications submitted for the City of Cocoa and Diamond Square UpStart Forgivable Loan Program. During this review, Jessica Lee was approved to advance in the process as a recipient of Cocoa UpStart funds. As the first requirement of the UpStart program, all approved applicants must complete the weVENTURE Ignite 360 Business Education and Mentorship Program, which Ms. Lee has successfully fulfilled.

Ms. Lee completed the weVENTURE program with excellent feedback and subsequently submitted a request for the remaining loan funds totaling $7,500 as part of the forgivable loan process. In August 2026, the UpStart Review Committee reviewed her request for the remaining funds. Her request is included below:

Total amount available: $7,500		
Item	**Price**	**Percentage of Available funds**
Inventory Supplies	$1,875.00	25%
Storage Unit	$1,725.40	23%
Business Insurance	$1,317.85	17.6%

Marketing and Advertising	$1,875.00	25%
Quickbooks Subscription	$418.00	5.6%
Florida Sunbiz Registration	$138.75	1.8%
City Fees/Permits	$150.00	2%
Total	$7,500.00	100.00%

Recommendation for approval from the UpStart Committee to City Council is based on the following criteria: estimated cost of the proposed eligible expenses (listed above), strength of the business plan (attached to this agenda item), evaluation of applicant's performance in the weVENTURE program, potential economic and fiscal impact of the proposed business on the City of Cocoa, location of the proposed business, and external funding available to the applicant.

Program applicants are required to give back to the community in some way prior to the end of their loan agreement with the City of Cocoa. Ms. Lee plans to provide the following for her community enrichment component:

- Through my partnership with Magnolia Hall, a nonprofit venue operated by the Community Women’s Club of Cocoa, I will donate my time and professional event styling services to support community programs and local initiatives. One planned initiative is a Community Baby Shower for local expecting mothers, designed to provide families with access to valuable resources, support services, and essential baby items through partnerships with local businesses and organizations. My contribution will include event planning, decor styling, setup, and coordination to create a welcoming and memorable experience for mothers who may not otherwise have the opportunity to celebrate this milestone.

The template agreement has been attached. This agreement will need to be executed with Ms. Lee. To expedite the loan process, staff is requesting the authorization of the City Manager to negotiate and execute the loan agreement consistent with the attached Exhibit. Also, staff is requesting approval of any business-related expenses that have occurred by the applicant over the past 6 months while completing the Ignite 360 program.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds
Account Number 001-1905-559.83-11 Amount $7,500

PREVIOUS ACTION:
The Upstart Review Committee has met on several occasions to review this applicant including:

- Q2 2025: Original acceptance into the program
- August 2026: Approve funding plan to be presented for approval to Cocoa City Council

RECOMMENDED MOTION:
Approval of a $7,500 Cocoa forgivable loan with The Old Florida House, according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business related expenses from the last 6 months while the applicant was completing the Ignite 360 program.

The Old Florida House Business Plan

Business Description
The Old Florida House is an event styling and design company specializing in curated, small-scale celebrations. We create thoughtfully designed environments for gatherings such as bridal showers, baby showers, birthdays, and private events at partner venues or on location.

Vision Statement
To become Brevard County's go-to brand for intimate event styling, known for elevated aesthetics, flexible experiences, and creative, community centered celebrations.

Target Market
Primary: Women ages 25–45, brides-to-be, moms, and hosts of intimate events. Secondary: Small business owners, social groups, and at-home hosts wanting elevated setups.

Problem Solved
We provide affordable, beautifully styled event setups for clients who lack time, resources, or design experience, offering both full-service and DIY-friendly solutions.

Products & Services
• Full-Service Event Styling • Styled Event Packages • Add-ons: statement pieces, signage, menus, vendor coordination.

Pricing Strategy
Tiered pricing model: Styled Packages • Full-Service Styling (premium) • Add-ons increase overall booking value.

Unique Value
Flexible locations, cohesive aesthetic, intimate niche focus

Operations
My business is transitioning from its current permanent location to Magnolia Hall in Cocoa Village as its primary venue. This move will reduce fixed operating expenses while providing a larger, more versatile space for weddings, celebrations, meetings, and other events. Magnolia Hall will handle venue rental and policies, while The Old Florida House will provide event styling, décor, rentals, and design services. The business will also continue serving clients through partner venues and mobile setups, creating additional opportunities to increase bookings and revenue.

Marketing Strategy

Marketing will focus on social media, referrals, partnerships, and business outreach. Instagram and Facebook will showcase events and venue transformations, while partnerships with Magnolia Hall and other local businesses will drive referrals. B2B efforts will target meetings, trainings, presentations, and networking events.

As part of the transition to Magnolia Hall, existing and past clients will be kept informed through email, social media, website updates, and direct communication. Marketing will introduce clients to Magnolia Hall and encourage them to continue following and booking with The Old Florida House as services expand.

Financial Overview

Reduced overhead and minimal fixed expenses will support profitability. Revenue streams include styling packages, add-ons, and referrals. With reduced overhead following the transition to Magnolia Hall, our September launch special, and increased demand during the holiday season, the business expects to reach break-even by the end of 2026 and begin generating a profit in Q1 2027.

Goals

Short-Term: Revamp the space at Magnolia Hall and do a mock setup for content, build packages, start advertising Magnolia Hall
Next 6-12 months: Develop relationships with other locations for pop ups and small events. Increase bookings and average spend. Hire an assistant to help with event setup and operations.
Long-Term: Expand brand recognition and product/inventory line.

Community Enrichment Commitment

Through my partnership with Magnolia Hall, a nonprofit venue operated by the Community Women's Club of Cocoa, I will donate my time and professional event styling services to support community programs and local initatives. One planned initiative is a Community Baby Shower for local expecting mothers, designed to provide families with access to valuable resources, support services, and essential baby items through partnerships with local businesses and organizations. My contribution will include event planning, decor styling, setup, and coordination to create a welcoming and memorable experience for mothers who may not otherwise have the opportunity to celebrate this milestone.

Grant Spend Budget

Proposed Use of Funds
- City Fees/Licensing: $150
- Inventory: $1875
- Marketing & Advertising: $1875
- Other Startup Costs Approved by weVENTURE: $3600
  — Storage Unit: $1725.40
  — Business Insurance: $1317.85
  — QuickBooks Subscription: $418.00
  — Florida Sunbiz Annual Registration: $138.75

Total: $7500

Expenses Already Incurred - March through August - $4868.51

Inventory - $1875
- Miscellanous event inventory expenses including decor and rental items

Marketing & Advertising - $747.21
- Canva: $180.00
- HoneyBook: $216.00
- Wix: $144.00
- Domain renewals: $26.89
- Facebook advertising: $180.32

Other Approved Expenses by weVENTURE - $2246.30
- Storage: $599.70
- Business Insurance: $1317.85
- QuickBooks: $190.00
- Florida Sunbiz license: $138.75

Planned Expenses - September and Beyond - $2631.49

The remaining grant funds will be used for eligible expenses incurred from September on, including:
- City Fees/Licensing - $150.00

Anticipated upcoming business-related city fees.
- Marketing & Advertising - $1127.79

Ongoing marketing and advertising expenses, including digital advertising and business marketing subscriptions.
- Other Approved Expenses - $1353.70

Ongoing approved business expenses, including storage, Quickbooks, and other eligible expenses approved by weVENTURE.

Total Grant Funds Requested/Allocated: $7,500.00

UPSTART COCOA SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

Jessica Lee, The Old Florida House

This **UPSTART COCOA SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 26th day of August 2026, by and between the **City of Cocoa**, a Florida municipal corporation, the principal address of which is 5 Rosa L Jones Dr. Cocoa, Florida 32922, (hereinafter referred to as the "City") and **The Old Florida House,** (hereinafter referred to as "Grantee"), the principal address of which is 5 Rosa L Jones Dr. Cocoa, FL 32922 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the "Party", and collectively as the "Parties").

RECITALS:

WHEREAS, in an effort to promote the growth of small businesses (collectively, "Businesses") throughout the City of Cocoa, the City has adopted and established the Upstart Cocoa Small Business Program Policy (hereinafter referred to as the "Program") and the governing Upstart Cocoa Small Business Program Policy (hereinafter referred to as the "Policy"), which provide City financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the City; and

WHEREAS, the City has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by providing vibrant and diverse retail businesses and services within the City; and

WHEREAS, Grantee is eligible for City financial assistance pursuant to the Program because it is either a startup Business or an existing Business that is relocating to the City and has already successfully completed a business education curriculum with the weVENTURE Women's Business Center at Florida Tech's Bisk College of Business or similar service provider at a cost of $2,500.00 paid by the City; and

WHEREAS, Grantee is seeking assistance under the Program in the form of reimbursement for eligible expenses, such as capital equipment necessary for the operation of the business exceeding $1,000 in cost, rent abatement, expansion costs, and marketing costs as further specified herein; and

WHEREAS, in order to offset such expenses of the business, the City, upon recommendation by the Upstart Cocoa Advisory Committee, has awarded funding in the amount of up to $7,500.00, to be given pursuant to and contingent upon the terms of this Agreement; and

WHEREAS, the Grantee has provided to the City copies of its necessary business entity formation documents, registration with the Florida Secretary of State, and has applied or will apply for a City of Cocoa business tax receipt; and

WHEREAS, the governing Upstart Cocoa Small Business Program Policy is attached hereto as **EXHIBIT A**, which shall be fully incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in this Agreement and specifically Section 4 hereunder, the City shall provide funding up to the maximum amount of seven thousand five hundred dollars ($7,500.00) ("the Funding" or “Forgivable Loan”) on a reimbursement basis in accordance with the following:

a. The City Council has approved, based on the recommendation of the Upstart Cocoa Review Committee, the following eligible expenses that may be reimbursed up to the maximum amount described above and shall not exceed the amount allocated below for each type of eligible expense (if applicable):

Type of Eligible Expenses	Maximum Amount/Conditions
City Fees/Licensing	$150.00
Inventory	$1,875.00
Marketing & Advertising	$1,875.00
Storage Unit	$1,725.40
Business Insurance	$1,317.85
QuickBooks Subscription	$418.00
Florida Sunbiz Annual Registration	$138.75
Total	**$7,500.00**

b. To be reimbursed, the Grantee shall provide to the City of Cocoa Department of Economic Development the following:

(i) Paid receipts from laborers, suppliers, materialmen, contractors, sub-contractors, service providers and/or a landlord. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, sub-contractor, and/or service providers performing work or supplying material or of a landlord receiving rent payments; 2) Date of work or material provided or rent received; 3) Description of property upon which the work was provided or to which the material was delivered or for which rent was paid; 4) Itemized description and cost of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – who supplied the material, quantity and type of material supplied, charge for material); 5) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately

10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); 6) Statement signed by laborer, supplier, materialmen, contractor, sub-contractor, service provider or landlord that the amount billed has been paid by the Grantee; and 7) for proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt. The paid receipts are subject to review and approval by the City's Department of Economic Development; and

(ii) Paid receipts demonstrating that the Grantee has paid at least 10 percent (10%) of the cost of the items approved for Funding from funds other than the Forgivable Loan.

c. All payments will be made to the Grantee approximately thirty (30) days from the date of receipt of the requisite documentation.

d. Purchases must be made after the Effective Date of this Agreement unless otherwise expressly approved by the City Council.

e. If all items for the above categories have been purchased and the amount the City has reimbursed Grantee is less than the maximum amount of Funding, Grantee may use the remaining funds for other item(s) not included in the proposal submitted, but that are associated with the startup or relocation of the business and are eligible expenses as provided in the Policy, upon approval by the Economic Development Manager, provided that the total amount reimbursed Grantee under the terms of this Agreement does not exceed the maximum amount of Funding.

f. If a specified amount is allocated to a specific type of eligible expense category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Economic Development Manager or the City Council and must be in compliance with the terms of the Policy.

g. All Funding subject to this Agreement must be expended and reimbursed within one (1) year of the Effective Date of this Agreement.

h. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform construction work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by the Grantee and be reimbursed.

i. Reimbursement shall be denied for any instance in which the terms of this Agreement or the Policy have been violated.

3. <u>Deferred Loan</u>. The Funding is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the City shall be deferred during the term of this Agreement. The loan shall depreciate at 33% each year for the first two years and 34% for the third year. At the end of the three-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement and the Policy. In the event of a Default, the City shall

be entitled to recover, at minimum, a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount based upon the year in which the Default occurs. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full in addition to the $2,500.00 cost of the business education curriculum with the weVENTURE Women's Business Center at Florida Tech's Bisk College of Business or similar service provider expended by the City should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the three-year period.

4. Conditions of Funding. The City shall not be obligated to provide the Funding in Section 2 herein to Grantee unless Grantee first meets the requirements set forth in Section 2 and maintains compliance with the other conditions listed in this Agreement and the Policy, including:

a. Grantee agrees and warrants to the City that the Funding reimbursed pursuant to this Agreement have and shall only be spent for purposes as approved in Section 2 above.

b. Grantee agrees and warrants that Grantee shall remain open for business at a City of Cocoa location for a period of at least three (3) years from the Effective Date of this Agreement. In addition, Grantee agrees that, if Grantee is not already open for business upon the Effective Date of this Agreement, Grantee shall be open for business and begin to provide services or products to the general public within six (6) months of the Effective Date of this Agreement. For Grantees that are not yet open for business at the time of the Effective Date of this Agreement, the Grantee shall be required to inform the Economic Development Manager of the date upon which the business is open and begins to provide services or products to the general public. Grantee shall further, at a minimum, be open for business at least 3 days per week and at least 6 hours per day for a minimum of 18 hours each work week, except in cases of emergency. If the City determines that the Grantee has not remained open for business for said three (3) – year period, has failed to timely open for business, and/or is consistently failing to maintain hours of operation as agreed to herein, the Grantee agrees that it shall constitute a Default as provided in Section 6 below.

c. Grantee shall at all times be in compliance with the Cocoa City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Cocoa business tax receipt, which shall be obtained within 90 days of the Effective Date of this Agreement, and any other required licenses at all times. This part is not intended to preclude the City of Cocoa from granting Grantee certain waivers, exemptions, or variances as allowed under the Cocoa City Code.

d. Grantee shall display the City of Cocoa logo, as provided by the City, on the front main entrance door of the business and/or on the business's website as a funding partner for the term of this Agreement.

e. Grantee agrees to seek technical assistance from an economic development organization or company, approved by the Department of Economic Development, on an as-needed basis to address financial issues, business strategy, and/or marketing, but only to the extent that such services are available to the Grantee at no cost.

f. Grantee shall provide and complete a Community Enrichment Element to "pay back" twenty-five percent (25%) of the Forgivable Loan amount within three (3) years from the Effective Date of this Agreement. The Community Enrichment Element shall consist of an act of giving back to the City of Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity, such as Cocoa High School, or a non-profit organization providing services to the Cocoa community. Volunteer hours shall be valued based on an hourly rate calculated from the participating employees' salary or earnings, as approved by the Economic Development Manager.

g. Grantee shall submit annual reports to the Department of Economic Development describing the number of employees employed during the previous year, compliance with the conditions of Funding as required in this Agreement, including progress on the Community Enrichment Element, number of clients served, profit and loss statements, progress on business plan goals and objectives, and any other information reasonably requested by the Economic Development Manager, in a form acceptable to the Economic Development Manager. These reports may be delivered to the City Council for review.

h. If Grantee has been approved for financial assistance for lease costs (rent abatement), Grantee must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa. A copy of this lease shall be provided to the Department of Economic Development within 90 days of the Effective Date of this Agreement.

i. Grantee must maintain compliance with all other requirements of the Policy attached hereto as **Exhibit A.**

j. Grantee shall make timely payment of any and all taxes owed by Grantee and shall timely file sales tax returns with the Florida Department of Revenue. Grantee shall further provide a copy of such filed sales tax return to the City's Department of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. **Books and Records; Public Records**. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the City during regular business hours. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement shall be retained for a period of at least three (3) years after final payment by the City of any Funding, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three-year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement.

Pursuant to Chapter 119, Florida Statutes, the Grantee 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 the Grantee related, directly or indirectly, to 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 and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of 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. The Grantee agrees to comply with public records laws. 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 the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee 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 Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. 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 Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

6. <u>Default and Remedies.</u> The occurrence of any one of the following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the City to enforce the terms of this Agreement and/or any Security Agreement signed by the Grantee and to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, injunctive relief, immediate cessation of any payments contemplated herein to Grantee, and/or seeking reimbursement of either a prorated amount of the Funding or all of the Funding already paid by the City to Grantee, including the cost of the business education curriculum previously expended by the City. Except where the remedy has been specifically established in this Agreement, the election of remedies, including whether to seek reimbursement of the prorated amount of the Funding or all of the Funding already paid by the City to the Grantee shall be in the sole discretion of the City Council. Prior to the City filing or taking any action as a result of a default under this Agreement (other than immediate cessation of any payments contemplated herein to Grantee), the City shall first provide the defaulting Grantee with written notice of said default. Upon receipt of said notice, the defaulting Grantee shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing or taking said action to the extent that such action may be cured.

a. Grantee's failure to comply with any of the requirements of this Agreement, specifically including the Conditions of Funding in Section 4 and the requirements of the Policy attached hereto as **Exhibit A**.

b. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.

c. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

d. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

e. Grantee defaults on its mortgage or terminates its lease without securing a new lease within the City of Cocoa.

Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Term and Termination. The term of this Agreement shall be for a period of three (3) years following the Effective Date of this Agreement. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to comply with the terms of this Agreement and the Policy attached hereto as **Exhibit A** and, if applicable, fails to cure any default within the time period allowed in Section 6.

8. Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

9. Indemnification. Grantee shall be solely responsible for all services, products, and work it performs as a business and for the safety of its own employees. As such, to the extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers, including the Upstart Cocoa Advisory Committee and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from (i) Grantee's performance, nonperformance, breach or violation of this Agreement; (ii) Grantee's performance or production of goods and services for the public; or (iii) injury of the Grantee's own employees , and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The forgoing obligation to indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers shall specifically extend to and include all claims, damages, losses, and expenses arising from (i) injury or negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying goods to the public; (ii) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the

performance of work or to maintain a safe workplace; (iii) injury or negligence of any person arising from work, material, or equipment supplied that is subject to reimbursement pursuant to this Agreement; or (iv) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the City shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, strikes, or failure or breakdown of transmission or other utility facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the City is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the hindered party shall provide written notice to the other and the period for such performance shall be extended for the period such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Grantee and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any

person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Cocoa now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the City. Grantee cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) if delivered to an overnight courier service, on the business day immediately following delivery to such service; or (iii) if mailed by certified mail, return receipt requested, on the third business day after mailing, addressed to the party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City of Cocoa

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

Grantee

Jessica Lee
The Old Florida House
5 Rosa L Jones Dr.
Cocoa, FL 32922

23. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the City, which shall not be unreasonably withheld. As stated above in Section 6, the sale of the business or change of the current business that would not independently qualify for the Program shall constitute a default, in which case the City's consent shall be withheld.

24. Grantee's Signatory. The undersigned person executing this Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Agreement.

25. Inspection. City staff is authorized to conduct an inspection of the Grantee's property at any time during regular business hours to ensure the terms and conditions of this Agreement have been met, and Grantee specifically consents to such inspections. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

26. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City for failure to comply with this

Agreement and terms and conditions of the Funding, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

27. 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). 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.

28. E-Verify Registration and Use.

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Grantee 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.

b. Subcontractors

(i) Grantee shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Grantee r 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.

(iii) Grantee shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Grantee must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Grantee 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.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Grantee shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

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 Stockton Whitten, the City Manager of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

GRANTEE

_____

Printed Name: _____

Title:_____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2026, by _____, the _____ of _____, a Florida _____. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Upstart Cocoa Small Business Program Policy

Upstart Cocoa Small Business Program Policy (Forgivable Loans)

Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans ("Forgivable Loans") will be provided through the Upstart Cocoa Small Business Program Policy("Program") to promote the growth of small businesses (collectively, "Businesses") throughout the City of Cocoa. Forgivable Loans are provided to select eligible businesses to small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses.

The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract Businesses to the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the weVENTURE Program or another service provider selected by the City.

The weVENTURE Program is part of the Women's Business Center at Florida Tech's Bisk College of Business. Forgivable Loan awards made to Businesses will encourage relocation to Cocoa and support entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Small Business - entrepreneurial ventures that are moving to or starting in 1) the City of Cocoa that are less than three (3) years old with 10 employees or less, or 2) the Cocoa area that are less than five (5) years old with 10 employees or less.

Community Enrichment Element – an act of giving back to the community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Cocoa Redevelopment Agency's (CRA) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. For startup businesses, the small business entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided

on a reimbursement basis only. Business owners and entrepreneurs may advance through the Program as follows:

1. Small business owners located outside the City and wishing to relocate to the City of Cocoa and small business entrepreneurs desiring to start a business in Cocoa or have an existing new business must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs, relocation costs or eligible expenses and comply with application requirements as described further in this Policy.
2. The Upstart Cocoa Review Committee and weVENTURE or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing. Applicants shall be required to meet with a representative of the Small Business Development Council prior to a presentation to the Upstart Cocoa Review Committee.
3. The selected applicants complete business coaching and coursework for approximately a 24-week period with weVENTURE or the City's selected service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with weVENTURE or the City's service provider to refine or create a business plan appropriate for a start-up business or existing business.
4. At the conclusion of the 24-week period, weVENTURE or the City's selected service provider shall provide a funding recommendation to the City's Department of Communications and Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the total award of a Forgivable Loan, based on factors described further in this Policy, including the applicant's performance during the 24-week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.
5. Should a Forgivable Loan be awarded by the Cocoa City Council, the Small Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Small Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. Small Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which may include a City staff member from the

Department of Communications and Economic Development, and may include a representative of weVENTURE (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small Business entrepreneur of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses, that have been in business for more than three (3) years or five (5) years in the Cocoa CRA, in the City of Cocoa are not eligible for funding. However, small business owners of existing businesses that have existed for longer than three or five years, as applicable, within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to reapply for the Upstart Cocoa Program for six (6) months from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to

another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted an application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. Businesses that do not comply with the Program criteria and conditions will not be eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made on the Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants are required to submit a resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

The Program Manager will conduct due diligence as may be appropriate, including researching public records for any liens, lawsuits, or complaints filed against the applicant or the business entity.

Falsifications and omissions on the application may result in administrative rejection of the application.

Forgivable Loan Approval Procedure and Program Participation

The Upstart Cocoa Review Committee will make recommendations to the City Council regarding funding following completion of the approximately 24-week education period. The amount of any forgivable loan shall be determined by the City Council in its sole discretion, based on the following general factors:

- ☐ The estimated cost of proposed eligible expenses
- ☐ Strength of the business plan
- ☐ Evaluations of applicant performance in the weVENTURE Program or similar program
- ☐ Potential economic and fiscal impact of the proposed business on the City of Cocoa
- ☐ Location of the proposed business and whether it will be home-based
- ☐ External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the “grantee”), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- ☐ Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- ☐ Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
- ☐ Business must submit annual reports to the Department of Communications and Economic Development.
- ☐ Grantee shall provide and complete a Community Enrichment Element prior to the end of the third year.
- ☐ Grantee shall display the Upstart Cocoa logo, as provided by the City, on the front main entrance door of the business.
- ☐ Businesses that relocate outside of the City prior to loan forgiveness will be required to repay the loan in full.
- ☐ Existing business owners must possess a current City of Cocoa Business Tax Receipt. New business owners must obtain a City of Cocoa Business Tax Receipt within 90 days of agreement execution.

The City may also require the grantee to enter into a Security Agreement to secure the specific capital equipment or inventory funded by the City through the Forgivable Loan.

Grantees will also be required to invest in the project for which funding is requested in an amount of at least 10 percent (10%) of the cost of the items approved for funding.

All grantees must be in compliance with applicable City codes, policies and ordinances and current on federal, state and local taxes. Grantees who are approved for financial assistance for lease costs (rent abatement) must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa.

All grantees who will utilize a mobile vending model will need to commit to required hours, percentages of sales, and other conditions as required by the City's Director of Communications and Economic Development in the City of Cocoa area.

Once a grantee received funding under the Program, he or she may not apply for other business assistance programs from the CRA/City of Cocoa, except for façade improvement programs, for a period of three years. The Program Manager will remain actively involved with the grantees via site visits or yearly meetings.

Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

- ☐ Start-up expenses or relocation expenses, which may include, but are not limited to:
    - Rent subsidy for a period not to exceed 3 months. During this period rent payments may gradually decrease in increments to be determined by available funds. Rent subsidy

includes only the base rent amount and common area maintenance. Home-based businesses do not qualify for rental subsidies.
- City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
- Inventory expenses generally not to exceed 25% of the loan amount.
- Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
- Moving expenses for large equipment and furniture
- Capital equipment purchases of at least $1,000 necessary to operate the primary functions of the business
- One Year Membership to the Cocoa Beach Regional Chamber of Commerce and/or Space Coast Black Chamber of Commerce, and/or Hispanic Chamber of Commerce
- Other expenses as recommended by weVENTURE or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Department of Communications and Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

☐ Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;

☐ Date of work or material provided;

☐ Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;

☐ Itemized cost of work performed or material supplied;

☐ Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee

☐ For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred

for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the /City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2026
Agenda Date:	September 8, 2026
File ID:	2026-793
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Consider the Donation Application for Eckerd Youth Alternatives, Inc. in the amount of $1,000.

BACKGROUND:

Eckerd Youth Alternatives, Inc. is requesting $1,000 to assist with costs associated with the Spring Break Sports and Life Skills Camp by supporting the purchase of curriculum materials and sports equipment. Approximately $500 will be allocated towards educational materials and supplies, and participant resources from approved educational vendors. The other $500 will be used to purchase sports equipment and activity supplies. These purchases will directly support program activities that promote youth development, leadership skills, physical activity and promote positive life choices for participants.

Cocoa residents will play an active role in the planning and implementation of the program. Participant selection will be on a first-come, first-serve basis, with priority given to Cocoa residents first.

Eckerd Connects has served Florida for more than 55 years and has extensive experience delivering prevention, youth development and life skills programming throughout Brevard County. They have established school and community partnerships and have trained staff members.

Planning and recruitment will take place prior to spring break and camp activities will be held throughout the break.

The donation application is attached for Council's review.

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
Promotional Activities	

PREVIOUS ACTION:
This will be Council's fourth donation application to consider for FY26.

RECOMMENDED MOTION:
Consider the Donation Application for Eckerd Youth Alternatives, Inc. 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: Eckerd Youth Alternatives, Inc.

Project Name: Spring Break Sports & LifeSkills 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 (990)	
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: Eckerd Youth Alternatives, Inc.

FEDERAL ID #: 59-2551416

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 1600 Sarno Road
Suite 201

CITY/STATE: Melbourne, FL ZIP: 32935

CONTACT PERSON: Lloyd Roberts TITLE: Intervention Specialist

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-830-0712 FAX #:

EMAIL ADDRESS: llroberts@eckerd.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: $2,550,550

PROJECT INFORMATION:

NAME OF PROJECT: Spring Break Sports & LifeSkills Camp

TOTAL PROJECT COST: $13,000

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $1,000

AMOUNT OF IN-KIND REQUEST: $0

COUNCIL DISTRICT: ☐ 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: 50

OF COCOA RESIDENTS TO BE SERVED: 50

(20 POINTS)

NEW PROGRAM?: ☐ YES ☒ NO (10 POINTS)

EXPANDED PROGRAM?: ☒ YES ☐ 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 play an active role in the planning and implementation of this project. Lloyd Roberts, a resident of the City of Cocoa and District 1, will assist with coordinating program activities, community outreach, event logistics, and overall project implementation. Additional Cocoa residents, including participating families and community stakeholders, will provide input and support throughout the program. Participant selection will be conducted on a first-come, first-served basis, with priority given to City of Cocoa residents to ensure equitable access and community benefit from the proposed project.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Eckerd Connects has served Florida youth and families for more than 55 years and has extensive experience delivering prevention, youth development, and life skills programming throughout Brevard County. Our Prevention Services team has established school and community partnerships, trained staff, and proven systems for program implementation, safety, and outcome tracking. Planning and participant recruitment will occur prior to Spring Break, camp activities will be delivered during the school break, and all program reporting will be completed immediately following the camp.

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.

Nicole Stroebel 8/6/2026

Signature of Authorized Representative **Date**

Nicole Stroebel, Chief Financial Officer

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:_____
Fiscal Period:_____

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 (specify)	$
	$
TOTAL INCOME	$ _____

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	$ _____

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

See attached Federal 990 in lieu of this form.

City of Cocoa
Use of Funds Statement

(to be submitted with Donation Application)

Exhibit D

Date: 8/6/26 Project Dates: March 1-31, 2027

Organization: Eckerd Youth Alternatives, Inc. Project: Spring Break Sports & LifeSkills 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:

The City of Cocoa funding request is for $1,000. These funds will be used to offset a portion of the costs associated with the Spring Break Sports & Life Skills Camp by supporting the purchase of curriculum materials and sports equipment. Approximately $500 will be allocated toward educational materials and supplies, and participant resources from approved educational vendors. The remaining $500 will be used to purchase sports equipment and activity supplies, such as balls, cones, training aids, and recreational equipment from vendors such as BSN Sports, Amazon, or local sporting goods suppliers. These purchases will directly support program activities that promote youth development, leadership skills, physical activity, and positive life choices for participating students.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator — Date: 8/6/26

Lloyd Roberts

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Nicole Stroebel — Project Financial Officer — Date: 8/6/2026

Nicole Stroebel

City of Cocoa
After Action Statement

(To be submitted after completion of project/event)

Date: _____ Project Dates: March 1-31, 2026

Organization: Eckerd Youth Alternatives, Inc. Project: Spring Break Sports & LifeSkills Camp

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: Eckerd Youth Alternatives, Inc. Project: Spring Break Sports & LifeSkills Camp

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.

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

x _____ _____

Project Administrator Date

x _____ _____

Project Financial Officer Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Eckerd Youth Alternatives, Inc.

Project Name: Spring Break Sports & LifeSkills Camp

		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? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** [50]	20
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? 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		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** [X] **No** [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score [110]

Minimum threshold met?: **Yes** [X] **No** [ ]

Forwarded to City Attorney for review: **Yes** [X] **No** [ ] **Date:** 9/1/26

Meets municipal purpose?: **Yes** [X] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

** PUBLIC DISCLOSURE COPY **

Return of Organization Exempt From Income Tax

Form **990**

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning JUL 1, 2024 and ending JUN 30, 2025

B Check if applicable: Address change; Name change; Initial return; Final return/ terminated; Amended return; Application pending

C Name of organization
ECKERD YOUTH ALTERNATIVES INC
Doing business as ECKERD CONNECTS

D Employer identification number
59-2551416

Number and street (or P.O. box if mail is not delivered to street address) 100 N STARCREST DR
Room/suite

E Telephone number
(727) 461-2990

City or town, state or province, country, and ZIP or foreign postal code
CLEARWATER, FL 33765

G Gross receipts $ 217,911,947.

F Name and address of principal officer: MICHAEL SMITH
SAME AS C ABOVE

H(a) Is this a group return for subordinates? Yes [X] No

H(b) Are all subordinates included? Yes No
If "No," attach a list. See instructions

I Tax-exempt status: [X] 501(c)(3) 501(c) ( ) (insert no.) 4947(a)(1) or 527

J Website: ECKERD.ORG

H(c) Group exemption number

K Form of organization: [X] Corporation Trust Association Other

L Year of formation: 1968

M State of legal domicile: FL

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: ECKERD CONNECTS PROVIDES INDIVIDUALS WITH THE TOOLS AND SUPPORT THEY NEED TO THRIVE.	
	2	Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	10
	4	Number of independent voting members of the governing body (Part VI, line 1b)	10
	5	Total number of individuals employed in calendar year 2024 (Part V, line 2a)	3270
	6	Total number of volunteers (estimate if necessary)	12
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	182,988,152.	201,664,901.
	9	Program service revenue (Part VIII, line 2g)	7,921,756.	7,640,799.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,496,519.	1,765,583.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,326,291.	1,431,342.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	194,732,718.	212,502,625.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	5,460,975.	6,216,912.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	119,713,223.	136,175,663.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) 123,121.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	68,505,943.	68,521,332.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	193,680,141.	210,913,907.
	19	Revenue less expenses. Subtract line 18 from line 12	1,052,577.	1,588,718.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	103,685,089.	109,741,276.
	21	Total liabilities (Part X, line 26)	23,362,174.	24,157,749.
	22	Net assets or fund balances. Subtract line 21 from line 20	80,322,915.	85,583,527.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer NICOLE STROEBEL, CFO Nicole Stroebel Date 2/6/26

Type or print name and title

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
LISA BURKE	LISA BURKE	02/05/26		P00220718

Firm's name CBIZ ADVISORS, LLC Firm's EIN 34-1874260

Firm's address 700 WEST 47TH STREET, SUITE 1100 KANSAS CITY, MO 64112 Phone no. 816-945-5500

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes No

LHA **For Paperwork Reduction Act Notice, see the separate instructions.** 432001 12-10-24 Form **990** (2024)

CITY COUNCIL AGENDA ITEM

Memo Date:	September 4, 2026
Agenda Date:	September 8, 2026
File ID:	2026-795
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for August 21, 2026 - September 3, 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: August 21 – September 3, 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:50
  - Open: 31
  - Closed: 19
  - Total: 50

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Tramaine Brown, Maintenance Worker I, Utilities/ Sellers, effective 8/31/26
  - Nicole Miller, Apprentice Operator, Utilities/Sellers, effective 8/31/26
- Recent promotions
  - None
- Upcoming retirements
  - Melba Conley, Police Dispatcher/Communications Officer, 8/31/26
  - Kathleen Dorans, Police Communications Supervisor, 8/30/26

Communication and Economic Development

- Media Stories:
  - Brightline expanding to Florida's Space Coast following $57M grant - Secret Miami
  - Stuart Brightline station gets sidetracked | Martin County | hometownnewstc.com
  - Brightline, partners score federal grant for new station on Florida's Space Coast - CoStar
  - What happened in the rail industry this week? August 14, 2026 - Trains Magazine
  - Florida Cities Get Federal Funding for Brightline Rail Projects - Bloomberg.com
  - New Brightline Station Gets $57.5m Grant: Will It Affect UK Holidays to Orlando?
  - Brightline's $95M Cocoa station could spark development boom - Orlando Business Journal
  - FRA to provide large grant for Brightline multimodal station in Florida
  - $57.5MM Federal Grant Awarded for Cocoa Multimodal Rail Station
  - Brevard County Wins First Brightline Station in Cocoa With $57.5M Federal Grant
  - 'Transformational project': Cocoa secures $56 million federal grant for Brightline station
  - Federal grant to provide more than $56 million for Brightline station in Cocoa, Fla. - Trains
  - City of Cocoa Awarded $57.5 Million Grant for Brightline Multimodal Station Serving the Space Coast and Port Canaveral Cruise Passengers
  - Federal grant topping $57 million tapped for Brightline station in Cocoa - Sun Sentinel
  - Brightline Station Near Port Canaveral Coming Soon to City of Cocoa - WDW News Today
  - Cocoa Brightline station secures $56.5 million federal grant - Sebastian Daily
  - Cocoa Brightline Station Secures $56.48M Federal Grant - Railway Supply
  - Nearly $58M secured for Brightline station in Cocoa - WESH
  - Cocoa secures $57.5M in federal funds for Brightline station - Orlando Business Journal
  - Brevard County Brightline train station secures $56.5M federal grant - AOL.com
  - City of Cocoa, SCTPO Celebrate Historic Federal Grant Award for Cocoa Multimodal Rail Station
  - Rep. Mike Haridopolos Secures $56.48 Million for Brightline Rail Station in Cocoa
  - Brevard County Brightline train station secures $54M federal grant - Florida Today
  - Brightline expands service to Florida's Space Coast | Planetizen News
  - FRA awards $5.3 billion in National Railroad Partnership Program funding | Mass Transit
  - Cocoa Secures Federal Grant to Help Fund Brightline Station - Ground News
  - Cocoa secures federal grant to help fund Brightline station - Spectrum News 13
  - Cocoa Brightline station gets major federal funding boost | The Palm Beach Post

- $57.5M grant moves Cocoa Brightline station closer to construction | North Brevard
- Florida Brightline station threatened as cities compete for funding - Treasure Coast Newspapers
- Over $56 million secured in Cocoa Brightline grant | FOX 35 Orlando
- Federal grant topping $57 million tapped for Brightline station in Cocoa - Orlando Sentinel
- K9 Copper Marks Final Day on Duty During Cocoa Police School Supply Drive

- New News Releases:
  - **Cocoa Mayor Michael C. Blake Named President-Elect of Florida League of Mayors**
- Social media/e-newsletter statistics (August 21- September 3, 2026)
  - Facebook
    - Views: 83,432
    - Content interactions (previously called engagement): 2,974
    - Followers: 19,093
  - X
    - Followers: 3,896
  - LinkedIn
    - Post impressions: 2,730
    - Followers: 1,838
  - NextDoor
    - Impressions: 563
    - Members: 6,961
  - August e-newsletter (Sent 8/7/26)
    - Sent to 2,392 contacts
    - 42.3% open rate (average open rate for e-mail marketing in 2024 is 20%)
  - Next printed FYI Newsletter mails October 1, 2026.
- Upcoming special events at Leisure Services facilities
  - **New Business Development Series - Government Contracting**
    September 21, 2026, 11:00 AM - 12:00 PM, Cocoa Civic Center
  - **Space Coast Print Fest**
    September 19, 2026, 10:00 AM - 5:00 PM, Cocoa Riverfront Park/Cocoa Civic Center
  - **Walk to End Alzheimer's- Space Coast**
    September 26, 2026, 6:00 AM - 12:00 PM, Cocoa Riverfront Park
  - **HCVMS Sip and Shop**
    September 26, 2026, 4:00 PM - 8:00 PM, Myrt Tharpe Square Gazebo
- Economic Development
  - Upstart: Three new businesses awarded and will be starting the Ignite Program
    - Mighty Hands Boxing Academy
    - Countdown Publishing
    - The Heartbeat of Brevard (Diamond Square)

Community Services – update 8-6-26

- **New businesses – July**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Ora De Nuit	415 Delannoy Ave., 32922	20	0	1	Restaurant
Sunny Styles	308 Brevard Ave., 32922	1	2	1	Hair Salon
Evolve Faces Skin and Beauty Studio	100 Harrison St. 201, 32922	4	0	1	Beauty Studio
Jade Mental Health and Wellness, PLLC	511 Delannoy Ave. Ste 2., 32922	1	0	1	Mental health office
Reborn Outreach Café, LLC	1050 N. Cocoa Blvd., 32922	0	0	2	Thrift store
#7469 Dixon Boulevard Foods Group LLC	927 Dixon Blvd., 32922	6	44	2	Fast food restaurant
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
BC Products Industries	2570 Hooper Rd.	3	0	3	Install/maintain septic systems
Molina Financial Solutions Inc.	1404 E. Stetson Dr.,32922	1	0	4	Bookkeeping

August 21 – September 3: building inspections – 88

August 21 – September 3: building permits issued – 73

Finance

First and Second hearings for the Stormwater Assessment & Fire Assessment for adoption of the rates & tax rolls were held at the regular Council meetings in August.

The tentative budget hearing will be on Wednesday, September 9. This is not a regular Council meeting date.

The final budget hearing will be held on Wednesday, September 23. This is not a regular Council meeting date.

Monthly Utility Customer Service Statistics:

Customer Service Stats – Interactions with Customers:

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief. With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings

extensive experience in rescue, training, emergency management, and fire suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”

- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

Information Technology

Police Department Updated July 24 – August 6, 2026

Crime Stats

- No YTD stats available yet
- Comparing 2 weeks data of 6/29/26-7/12/26 and 7/13/26-7/26/26. Crimes Against Person shows a 21% increase, Crimes Against Property shows a 19% decrease and overall crime shows 2% increase for the period.

Training

- K. Brackin- Child Sex Crimes Investigations Aug 3-7
- Wendy Stitler –Assessor for Fernandina Beach PD July 28-31

- Madison and Fulton attended PRI Symposium Aug 3-4

Community Engagement

- Cops and Kids Camp July 6-23
- Attended Cocoa Cola Backpack donation July 29
- Meeting with Matthew's Hope representatives July 30
- Attended Cocoa Police Foundation Meeting July 23

Other

- Attended BCACOP Luncheon July 29
- Met with our new Victim Advocate Shakayla Blue who started Aug 3
- Attended Grants meeting July 23

Public Works

- Major project updates
- Work order stats (received/closed)
    - 229 received
    - 188 closed
    - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 Widening (437983-1) – Design
    - Brightline/FEC
        - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – September
    - WFO Issued Work Orders – 1,097
    - WFO Completed Work Orders – 970
    - Hydrants Flushed – 474
    - Valves Exercised – 13
    - Utility Locate Requests – 2,360
    - SFO Issued Work Orders – 121
    - SFO Completed Work Orders – 84

CITY COUNCIL AGENDA ITEM

Memo Date:	September 4, 2026
Agenda Date:	September 8, 2026
File ID:	2026-796
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

- 1 Alternate member vacancy

Housing Authority

- 2 Regular member vacancies

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

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2028
Dan Quattrocchi **Chairperson** (as of 1/15/2025) (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2025 Reappointed 05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2028
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltie1@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2025 Reappointed 05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2028
Jennifer Moton	4485 Tangelo Avenue Cocoa, FL 32926 jcolettem@gmail.com	321-213-2112	05/2025 appointed (filled Patricia Weeks vacancy)	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Margaret Goudelock	1808 Manor Drive Cocoa, FL 32922 rossclarkpharmacy@outlook.com	321-474-2312	07/08/2025 Appointed	2027
Ashley Lanier Alternate Board Member	5341 Talbot Blvd Cocoa, FL 32926 ALanier321@gmail.com	321-347-6369	04/28/2026 Appointed	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369~~ ~~hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Breanna Earley	321-433-8484	Updated 10/23	

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. [redacted]	[redacted] mailto:blangcfr@yahoo.com	11/2020 Re-elected 12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2028
Leland Cox (Fifth Member) Re-elected by Board members	[redacted]	[redacted] Olcox63@yahoo.com	02/21 re-elected 03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2028
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861 Ezcpa@cfl.rr.com	Reappt 9/24/24 Reappt 9/23/20 Reappt 9/13/16 Appt. 9/9/14	2028
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted] mpark@cfl.rr.com	09/24 Reappointed 09/20 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2028
Patrick Madden (Elected by employees) *Trustee position #1*	5160 Areca Palm Street Cocoa, FL 32927	pmadden@cocoafl.org	2024 Reappointed 05/2020 Reappointed 02/05/2020 appointed to fufill term of Jeff Logan	2028
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC 4360 Northlake Blvd., Suite 206 Palm Beach Gardens,		

		FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**	**Expirations on October 1st**	
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/23 Reappointed 09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2026
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	10/1/2025 Reappointed 11/16/2022 Reappointed 06/04/2021 Appointed	2028
~~Sherry Woodhouse~~ ~~(Appointed By City Council)~~	~~12 Oak Street Cocoa FL 32922-7830~~	~~631-7185 (H)~~ ~~sherrywoodhouse@yahoo.com~~	~~09/24 Reappointed~~ ~~09/21 Reappointed~~ ~~09/18 Reappointed~~ ~~09/15 Reappointed~~ ~~09/12 reappointed~~ ~~08/09 reappointed~~ ~~11/27/07 appointed~~	~~2027~~
Paul Kamus (Fifth member)	116 Olive St., Cocoa FL 32922	Cell: 321-508-4060 Pkamus35@gmail.com	11/2024 Appointed	2027
Vincent Knowles (Retiree member - Appointed by City Council)	662 Tupelo Circle Cocoa, FL 32926	258-5065 cell lisapknowles@hotmail.com	08/12/2025 Reappointed 09/13/2022 reappt. 05/24/2022 appt to fill unexpired term of M. McCarthy	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Chris Moderson (Elected by Members)	Cocoa Police Dept.	321-637-6413 Work [redacted]	Appt. 10/01/2023 ~~Appt. 09/29/2022~~	2027
Patrick Dovale (Elected by Members)	Cocoa Police Dept.	639-7620 [redacted]	09/17 Elected (will fulfill term of Eric Austin) 09/19 Re-elected 08/16/2023 Re-elected	2027
Nicholas Blankenship (Appointed by Council)	[redacted]	321-302-1071 Nickshug177@gmail.com	09/10/24 appointed	2028
John Casey, (5th Member) (Appointed by Council)	Cocoa Police Dept. [redacted]	[redacted]	09/2024 Ratified 09/2020 Ratified 09/16 Reappointed/ Ratified 09/2012 Reappointed 12/10 Appointed	2028
~~Keith Wall~~ **VACANCY** (Appointed by Council)	~~201 Westchester Dr., Cocoa, FL 32926~~	~~321-456-6208~~ ~~Keithwall97531@gmail.com~~	~~09/10/2024 appointed~~	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Cocoa Redevelopment Agency	Meets First Monday Every Month @ 6pm		Expirations in April and November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Mayor Michael C. Blake	207 Blake Avenue Cocoa, FL 32922	474-1758	11/20 Appointed	11/2028
District 1- Councilmember Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2026
District 3- Deputy Mayor Patricia Weeks	1351 Tarton Way Cocoa, FL 32926	474-4924	08/24 Appointed	11/2028
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2026
District 2- Councilmember Lavander Hearn	[redacted]	474-1189	11/20 Appointed	11/2028
Candace Rogers	93 Delannoy Ave. Ste. 706 Cocoa, FL 32922 FLRogers@gmail.com	321- 305-5029	03/22 Reappointed 06/21 Appointed *(fulfilled E. Lanni's seat vacated 5/11/21)*	04/2026
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	07/2024 Reappointed 04/2020 Reappointed 08/19 Appointed (fulfilled Stewart's vacancy)	04/2028
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Ryan Browne	433-8577		

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Gloria Weatherspoon	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	08/12/2025 Regular Board Member 07/24 Appointed as Alternate	2028
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027
George Brown, Jr. (Fulfilling term of Melissa Acosta Bonilla)	555 W. King Street, 32922-7421	632-6563	06/26 Reappointed 05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2027
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027
JP Pauken	2701 Winchester Dr. Cocoa, FL 32926 jppauken@gmail.coml	321-243-8048	06/26 Appointed	2029
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027
Jody Hatcher 1st Alternate	1321 Audubon Dr Cocoa, FL 32922 jodyhatcher@hotmail.com	321-848-5327	05/25 Appointed	No expiration
Thomas Zimmerman 2nd Alternate	509 N. Indian River Dr Cocoa, FL 32922 tomzimmerman65@gmail.com	828-243-3700	08/2025 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024	
Counsel: Kristin Eick	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1-year term ***Delores Martin***	1314 Moss Ln Cocoa, FL 32922 Drmartin324@gmail.com	321-412-9860	04/28/2026	01/30/2027
Seat #2: 2-year term Angelia Smith	601 Barbara Jenkins Street Cocoa, FL 32922 angelia@ucf.edu	321-626-3285 cell	12/09/2025 Reappointed 5/14/2024 Appointed	01/30/2028
Seat #3: 3-year term Crystal McQueen **Vice Chairperson**	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	12/09/2025 Reappointed 01/24/23 Reappt. For 3-year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2029
Seat #4: 4-year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2024-4-year term 05/2004 Appointed	01/30/2028
Seat #5: 4-year term Amy Robinson	401 Churchill Dr Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010	12/09/2025 Appointed	01/30/2028
Seat #6: 4-year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2024-4-year term 01/30/2020 Appointed	01/30/2028
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4-year term 04/2020 Appointed	03/24/2028
LIAISON	Councilmember Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Peyton Fink	433-8577		

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements	**Meets First Tuesday Every Month**		**Expirations in December**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Clinton Warner III ~~Buzzell, Scott L. (resident member)~~	401 G Street, Cocoa, FL 32922	321-749-6030 (C)	12/14/2021 Reappointed 08/14/2018	December 31, 2025
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-634-5462 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	12/13/2022 Reappointed 01/09/2019 Reappointed 02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2026
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-537-6999 (cell) marijack77@gmail.com	12/11/19 reappointed 12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2027
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/08/20 Reappointed 12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2028
VACANT ~~Robinson, Joe C. (Chairman)~~	~~5510 Bent Oak Drive Titusville FL 32780~~	~~321-383-4424 (home)~~ ~~321-289-7007 (cell)~~ ~~joerobinson62@outlook.com~~	~~12/14/2021 1/09/18 Reappointed 12/10/2013~~ ~~***initial term 1/1/14-12/31/17 (four year)***~~	~~December 31, 2025~~
LIAISON		Councilmember Hearn	Updated 12/23	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Planning & Zoning Board	Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Tamisha Findlay	315 Stone St. Cocoa, FL 32922 tamishafindlay@gmail.com	321-412-2948	09/24 Appointed	2027
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
Katherine Stewart	5261 Talbot Blvd. Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	11/24 Appointed	2027
Ron Chabot	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2027
Russell Sengel	5683 Saratoga Ln. Cocoa, FL 32926 rsengel@cfl.rr.com	321-863-3704	03/25 filled Burgess seat	2027
Susan Milhoan	213 Berkshire Drive Cocoa, FL 32922 smilhoan@gmail.com	321-917-3770	11/25 Appointed	2028
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Victoria Jones	3070 Cirrus Drive Cocoa, FL 32926 vickeymitch@gmail.com	321-795-9849	11/24 Appointed	2027
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	11/25 Reappointed 01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2028

1st Alternate Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	11/25 Term expired, reappointed as alternate member 12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	No expiration
2nd Alternate Richard Cravens Jr.	104 Riverside Dr., #903 Cocoa, FL 32922	312-927-4651 rjamescravens@gmail.com	04/26 Appointed	No expiration
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Breanna Earley	321-433-8484		

Police Community Relations Advisory Board (Established by Resolution No. 2018-097) **Meets Every Other Mth @ 6pm INACTIVE** **Expirations Vary**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	02/2023 Reappt. 03/2019	11/2026
~~Kathy Hamilton-Brown~~ ~~Appt. by Councilman Hearn (D2)~~ ~~Term: Same as Councilmember who appointed member~~	~~306 Edinburgh Drive~~ ~~Cocoa, FL 32922~~ ~~kathyjhamilton@yahoo.com~~	~~321-795-7668 cell~~	~~01/2021 appointed by Hearn~~ ~~08/2020 appt by Williams~~	~~11/2024~~
~~Barbie Thrower (D1)~~ ~~Appt. by Councilmember Goins (D1)~~ ~~Term: Same as Councilmember who appointed member~~	~~1215 Lake Drive~~ ~~Cocoa, FL 32922~~ ~~barbie@spacecoastrecovery.com~~	~~321-210-5083 (hm)~~ ~~321-632-5958 (wk)~~	~~02/2023 appt.~~	~~11/2026~~
~~Marlene Weiss~~ ~~Appt. by Councilman Dyal (D3)~~ ~~Term: Same as Councilmember who appointed member~~ **VACANCY**	~~2415 Tulane Drive~~ ~~Cocoa, FL 32926~~ ~~naturalhealingmassage@gmail.com~~	~~321-298-5831~~	~~09/2022 appt.~~	~~11/2024~~
~~Demetrius Thomas~~ ~~Term: Same as Mayor Blake who appointed member~~	~~313 Stone Street~~ ~~Cocoa, FL 32922~~ ~~dthomas35405@gmail.com~~	~~321-262-6467~~	~~03/2022~~ ~~Fulfilled term of T. Findlay~~	~~11/2024~~

			~~Bell~~	
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
~~Al Boettjer~~ ~~Coastal FL PBA Rep~~ ~~Term: 4 years from date of appt.~~	~~1000 Galleon St..~~ ~~Cocoa, FL 32927~~ ~~alcoastalpba@aol.com~~	~~321-636-5612 HM~~ ~~321-504-0820 WK~~ ~~321-412-3542 CELL~~	~~03/2019~~	~~03/2023~~
LIAISON	Councilman Goins	474-4923	Updated 06/2022	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY			Updated 11/18/20	

Sustainability Advisory Board (established by Resolution No. 2017-137; Reconstructed by Resolution No. 2021-128 (Dec. 2021) Meeting Date & Time TBD INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	Expiration EXPIRES
~~Joy Rutherford~~ ~~Appointed by A. Goins (D1)~~	~~234 Willard St.~~ ~~Cocoa, FL 32922 (business address)~~ ~~40 Carib Dr., Merritt Island, FL 32952~~ ~~joytford@gmail.com~~	~~954-549-5574~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
~~Jennifer L. Riggs~~ ~~Appointed by L. Hearn (D2)~~	~~1629 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~District 2~~ ~~jlovittriggs@gmail.com~~	~~414-698-8750~~	~~01/11/2022~~ ~~appointed~~	~~01/11//2025~~
Shann Lathem Appointed by R. Dyal (D3)	810 S. Industry Road Cocoa, FL 32926 shan@cocoaautosalvage.com	321-635-9244 wk 321-427-1251 cell	05/10/2022 appointed (fulfilled term of M. Foster)	01/11/2025
~~Cynthia Johnson~~ ~~Appointed by L. Koss (D4)~~	~~2703 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~Cynthijo4@gmail.com~~	~~321-431-5607~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Dick Bankhead Appointed by Mayor Blake	102 Riverside Drive #201 Cocoa, FL 32922 Dick.bankhead@gmail.com	253-350-9850	01/11/2022 appointed	01/11/2025
~~Mike Mervis~~ Appointed by CM Whitten	~~93 Delannoy Avenue, Unit 605~~ ~~Cocoa, FL 32922~~ ~~Mike.mervis@zilber.com~~	~~414-870-7958~~ ~~(cell)~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Kim Prosser Appointed by CM Whitten	93 Delannoy Avenue, Unit 603 Cocoa, FL 32922	(321)403-6946	01/11/2022 appointed	01/11/2025

	kimberlyprosser@aim.com			
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/24	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 06/2024	

Space Coast TPO/T.P.O Citizens Advisory Committee	
Member	**Appointed**
Primary: Gregg Stoll Alternate: Sara Ann Conkling	06/2020 06/2020

Utilities Advisory Board **Meets Quarterly on the Fourth Tuesday @ 6pm** **Expirations in November**
INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
~~David Greenwell~~ **Vacancy**	~~2813 Kenyon Ave.~~ ~~Cocoa, FL 32926~~ ~~5255734@gmail.com~~	~~321-525-5734~~	~~01/2019 Appointed~~	~~2022~~
~~Wesley Park~~ **Vacancy**	~~1112 Abington St.~~ ~~Cocoa, FL 32922~~ ~~Wesley.n.park@gmail.com~~	~~298-2685 (H)~~ ~~298-4943(W)~~	~~11/2020 Reappointed~~ ~~05/17 Appointed~~	~~2023~~
~~David Prather (replaced R. Holt's term)~~	~~29 Riverside Drive #401~~ ~~Cocoa, FL 32922~~ ~~david@prather.org~~	~~407-620-3144 (cell)~~	~~11/2020 Reappointed~~ ~~09/18 Appointed~~	~~2023~~
~~David H. Jollay~~ **Vacancy**	~~1515 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~dhjollay@yahoo.com~~	~~452-8694 (H)~~ ~~327-6479 (w)~~ ~~432-2006 (C)~~	~~12/17 Reappointed~~ ~~03/16 Appointed (fulfilled term of F. Barzee)~~	~~2020~~
~~Barbara Kinsey~~	~~1628 Manor Drive~~ ~~Cocoa, FL 32922~~ ~~bsgouraki@gmail.com~~	~~638-0269 (H)~~ ~~652-9049 (C)~~	~~11/2020 Reappointed~~ ~~11/17 Reappointed~~ ~~02/16 Appointed (fulfilled vacancy from A. Sims)~~	~~2023~~
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
Jeff Ratliff Capital Projects Director	City of Cape Canaveral 100 Polk Avenue Cape Canaveral, FL 32920	321-868-1223		

	j.ratliff@cityofcapecanaveral.com			
Scott Barber Director, Water Reclamation	City of Cocoa Beach 1600 Minutemen Causeway Cocoa Beach, FL 32932 sbarber@cityofcocoabeach.com	321-868-3321		
Matthew Trine Finance Director	City of Rockledge 1600 Huntington Lane Rockledge, FL 32955 mtrine@cityofrockledge.org	321-221-7540		
LIAISON	Councilmember Koss	321-474-8445	Updated 05/22	
Counsel: None				
RECORDING SECRETARY		433-8701		

City Council Liaison Appointments	**Expirations Each November After Elections**
Board	**Liaison**
Affordable Housing Committee	Mayor Blake
Board of Adjustment	Councilmember Weeks
Code Enforcement Board	Councilmember Weeks
Diamond Square Redevelopment Agency	Deputy Mayor Goins
~~Brownfields Advisory Committee~~	Inactive
Housing Authority	Mayor Blake
Planning & Zoning Board	Councilmember Hearn
~~Police Community Relations Advisory Board~~	Inactive
Space Coast League of Cities	Mayor Blake Primary / Deputy Mayor Goins Alternate
Space Coast TPO	Mayor Blake Primary /Councilwoman Koss Alternate
~~Sustainability Advisory Board~~	Inactive
~~U.S. 1 Redevelopment Agency~~	Inactive
~~Utilities Advisory Board~~	Inactive
Florida League of Cities	Mayor Blake Primary/ Councilwoman Koss Alternate
	List updated 12/10/2025

Ordinance No. 6-96 established a uniform procedure for appointing persons to and removing persons from City boards and committees, and provided for uniform/consistent requirements. Boards and committees which were not established by City ordinance were reestablished through Resolution No. 96-15 in one uniform schedule.) All persons, prior to consideration of appointment must have first completed an application form and have met all requirements contained in said application. Unless otherwise provided, the standard board member term is three years in duration.