Agenda
City of Cocoa
Regular Meeting

October 13, 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 October 13, 2026.
2. Minutes: Regular Meeting of August 11, 2026.
3. Minutes: Regular Meeting of August 25, 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. Requesting a date change to a street closure that was previously approved.
2. Approve a Resolution waiving the competitive bidding process by reason of sole source to approve two multi-year agreements for critical information technology infrastructure at a total cost of $277,200 and authorize the City Manager to approve and sign each agreement.

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

3. Approve Task Order 2027-21 under Contract No. Q-23-13-COC with Carollo Engineers, Inc. in the amount of $261,520.00 Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance; Approve a Resolution Amending the FY 2027 Budget, BAF No. 27-005-T.

4. Approve the award of ITB No. B-26-06-COC, Dyal WTP Operations Building Remodel Project (WS24OB), to Qualis General Contractors, LLC of Tampa, Florida, in the amount of $244,391.00 and execute the contract; and adopt a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $24,440.00 (10% of the contract amount), for a total authorized project expenditure of $268,831.00; and adopt a Resolution approving Budget Adjustment Form (BAF) 2027-004-A-UT to roll unencumbered FY26 capital budget in the amount of $401,314.00 into FY27.

5. Approve Task Order No. 2027-68 to Jacobs Engineering Inc. for Services During Construction for the Dyal WTP Operations Building Remodel Project (WS24OB) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $93,167.

6. Approve and authorize the purchase of Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers from Insituform Technologies, LLC in the amount of $479,868.77 for FY27, piggybacking on Clay County Utility Authority Contract No. 18/19-A7 (effective through June 18, 2028).

7. Authorize the City Manager to execute the First Amendment to critical information technology services in the amount of $363,846 through Fiscal Year 2027; Adopt Resolution No. 2026-086 waiving competitive bidding.

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

8. Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2026 through September 30, 2029.

VI. Public Hearings:

1. Ordinance 13-2026 - Second hearing City-initiated Zoning Text Amendment - RU 2-15

2. Second Reading of Ordinance 15-2026 regulating Artificial Lighting Nuisances.

3. Consider on Second Reading Ordinance 16-2026, Adopting the City's Five Year Schedule of Capital Improvements in Accordance with the Community Planning Act.

VII. Council Business:

1. Council to consider the application for satisfaction or release of lien for Case # CE-19-1132 located at 1104 W. Highland Drive, Cocoa and provide action to approve, approve with conditions or deny the application to satisfy or release the lien.

2. Consider the Reappointment of Stephen Harrell on the General Pension Board through September 30, 2029.

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for September 18, 2026 — October 8, 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:

1. https://cocoafl.gov/291/City-Meetings or
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Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	October 13, 2026
File ID:	2026-756
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the October 13, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the October 13, 2026 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

October 13, 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 October 13, 2026. (2026-756).
2. Minutes: Regular Meeting of August 11, 2026. (2026-757).
3. Minutes: Regular Meeting of August 25, 2026. (2026-876).

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. Requesting a date change to a street closure that was previously approved. (2026-822). (Comm. & Economic Development Director)
2. Approve a Resolution waiving the competitive bidding process by reason of sole source to approve two multi-year agreements for critical information technology infrastructure at a total cost of $277,200 and authorize the City Manager to

approve and sign each agreement. (2026-828). (Interim Chief Technology Officer)

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

3. Approve Task Order 2027-21 under Contract No. Q-23-13-COC with Carollo Engineers, Inc. in the amount of $261,520.00 Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance; Approve a Resolution Amending the FY 2027 Budget, BAF No. 27-005-T. (2026-794). (Utilities Director)

4. Approve the award of ITB No. B-26-06-COC, Dyal WTP Operations Building Remodel Project (WS24OB), to Qualis General Contractors, LLC of Tampa, Florida, in the amount of $244,391.00 and execute the contract; and adopt a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $24,440.00 (10% of the contract amount), for a total authorized project expenditure of $268,831.00; and adopt a Resolution approving Budget Adjustment Form (BAF) 2027-004-A-UT to roll unencumbered FY26 capital budget in the amount of $401,314.00 into FY27. (2026-769). (Utilities Director)

5. Approve Task Order No. 2027-68 to Jacobs Engineering Inc. for Services During Construction for the Dyal WTP Operations Building Remodel Project (WS24OB) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $93,167. (2026-770). (Utilities Director)

6. Approve and authorize the purchase of Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers from Insituform Technologies, LLC in the amount of $479,868.77 for FY27, piggybacking on Clay County Utility Authority Contract No. 18/19-A7 (effective through June 18, 2028). (2026-831). (Utilities Director)

7. Authorize the City Manager to execute the First Amendment to critical information technology services in the amount of $363,846 through Fiscal Year 2027; Adopt Resolution No. 2026-086 waiving competitive bidding. (2026-859). (Interim Chief Technology Officer)

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8. Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2026 through September 30, 2029. (2026-864). (HR Director)

VI. Public Hearings:

1. Ordinance 13-2026 - Second hearing City-initiated Zoning Text Amendment - RU 2-15. (2026-816). (Planner)
2. Second Reading of Ordinance 15-2026 regulating Artificial Lighting Nuisances. (2026-785). (Community Services Director/City Attorney)
3. Consider on Second Reading Ordinance 16-2026, Adopting the City's Five Year Schedule of Capital Improvements in Accordance with the Community Planning Act. (2026-863). (Finance Director)

VII. Council Business:

1. Council to consider the application for satisfaction or release of lien for Case # CE-19-1132 located at 1104 W. Highland Drive, Cocoa and provide action to approve, approve with conditions or deny the application to satisfy or release the lien. (2026-833). (Community Services Director/Code Enforcement)
2. Consider the Reappointment of Stephen Harrell on the General Pension Board through September 30, 2029. (2026-865). (City Clerk)

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for September 18, 2026 - October 8, 2026. (2026-877). (City Clerk)
2. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-878). (City Clerk)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	October 13, 2026
File ID:	2026-757
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the August 11, 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 August 11, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 11, 2026

A Regular City Council Meeting was held on Tuesday, August 11, 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 6:07 p.m.

Steven Brock provided the invocation, and Mr. and Mrs. Morrow 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; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Brian Dale, Procurement and Budget Manager; Luci Ribeiro, Planner; Mitch Lawyer, Interim Chief Technology Officer; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 11, 2026. (2026-469).

* **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 May 19, 2026. (2026-470).

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve the May 19, 2026 meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: Regular Meeting of May 26, 2026. (2026-687).

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve the May 26, 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. Proclamation recognizing August as "Florida Water Professionals Month". (2026-680). (Utilities Director)

Mr. Walsh read a proclamation into the record recognizing Florida Water Professionals Month.

IV. Delegations:

Mr. Lloyd Roberts, representing Eckerd Connects, spoke about the youth summer camp that they put on and shared a video with Council. He talked about the different activities that the children were able to participate in and the different things they learned.

Pastor Steven Brock, Metropolitan Missionary Baptist Church, shared that on Saturday, August 8th, the church held an event to donate items, particularly shoes, for children going back to school. They had food and bounce houses, and it was a great and successful event.

He added that about three hundred children were able to receive new shoes and socks. He thanked the entire City for coming out and supporting the cause and the community.

Paul Donovan, 3415 Angelica St., Cocoa, spoke about the Breezy Point development that's been built and shared his concerns about the flooding it has caused. He shared that the drainage is three feet higher than the ditch and the water isn't able to drain. He asked if someone could do something about the drainage issues.

In response, Mayor Blake shared that the proper authorities have heard him and will do some research into the issue.

Anita Gibson, 451 Stone St., Cocoa, thanked the City Manager, Community Services Director and the Police Chief for meeting with her and making her feel heard.

Additionally, on Fiske Boulevard near the Wawa, the street is really bad and needs to be redone. She asked if someone could do something about it.

Ms. Gibson also noted that the road on Barbara Jenkins St. near where the new homes are being built is also bad.

V. Consent Agenda:

1. Approve a Piggyback Construction Agreement in the amount of $161,690 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Garage Bay Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,169 (10% of the Contract Amount) for a Total Project Cost of $177,859; Approve BAF # 26-083-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS. Authorize City Manager to Execute all related contract documents and purchase orders. (2026-649). (Utilities Director)

2. Authorize a Piggyback Construction Agreement in the amount of $235,500 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Booster Station Demolition Project; Approve a Resolution Authorizing

the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $23,550 (10% of the Contract Amount) for a Total Project Cost of $259,050; Approve BAF # 26-081-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS; Authorize the City Manager to approve all related contract documents and purchase orders. (2026-650). (Utilities Director)

3. Approve FAA CONTRACT NO: 69435Z-21-L-00152 with the Federal Aviation Administration to Lease Real Property at the Dyal Water Treatment Plant for a Remote Transmitter Receiver Facility Site (2026-651). (Utilities Director)

4. Approve Task Order 2026-017 under continuing services agreement Q-23-01-COC-C1 for Mead & Hunt in the amount of $77,853 for design services during construction related to the Lee Wenner Park Day Slips and Revetment Project. Authorize the City Manager to execute all related task orders, agreements and purchase orders. (2026-640). (Community Services Director)

5. Approve Resolution 2026-### and BAF# 26-080-A-CD to accept additional funds in the amount of $5,037 from the State Housing Initiative Program (SHIP) for the purposes of completing the approved strategies outlined in the Local Housing Assistance Plan (LHAP). (2026-665). (Community Services Director)

6. Approve the cost of a one-time technology-critical infrastructure purchase with a multi-year subscription, of 207,809,85. Approve a resolution to waive competitive bidding. Approve a resolution amending the FY2026 budget, BAF #26-086-A. (2026-677). (Business Systems and Innovation Director)

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

7. Approve BAF#26-085-T in the amount of $24,880 to provide funding for the newly created Division Chief of Professional Standards and Training. (2026-681). (Finance Director)

8. Approval of Resolution No. 2026-XXX, Authorizing the City Manager, City Clerk, and Assistant City Clerk to Accept Service of Process on Behalf of the City. (2026-684). (City Attorney)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss 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. Utility Rates & Handbook Changes. (2026-548). (Utilities Director)

Ms. Bowman explained that a comprehensive rate study for FY2026 has been prepared by Stantec and is presented to City Council for review. The rate study recommends the annual implementation of a zero percent (0%) for FY 2027 and an automatic annual four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY2028 through FY2031. The automatic annual increase is subject to an annual review and validation by City Council prior to the rate increase being implemented via Resolution.

On July 7,2026, at the FY 2027 Budget Priority Workshop, Council validated a 0% increase for FY2027 and the automatic annual 4% rate increase for FY2028 through FY2031 to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates.

The annual rate increase is intended to fund the capital improvements necessary to repair and maintain the aging utilities infrastructure, as analyzed by the City's utility engineering consultant, Jacobs, and the City's rate consultant, Stantec. Utility capital improvement projects are large, long-term projects that require dedicated funding sources for debt service for a definite period of time.

Ms. Bowman also shared a summary of the changes being made to the utility handbook which include:

- Add language to allow temporary meters to be in use for 180 days unless an extension is requested and approved.
- Add language regarding plugging a meter and the associated fee of $35 on any meter where service is disconnected to protect its water asset from unauthorized use or continued excessive water loss such as tampering.
- Allow for delinquent balances on private fire protection system accounts to be transferred to the account holder's water account for payment.
- Allow for the City to recover court costs, and where permitted by law, reasonable attorney's fees incurred in any dispute that results in legal action.
- All other changes are administrative language updates to existing policies.

Mayor Blake opened the Hearing for public comment.

Robert Bliven, 4858 Sprint Cir., Rockledge, shared that he received his water bill and just wanted to confirm that there will be no increases to the water rate this year. In response, Ms. Bowman stated that he is correct.

Louime Siliuce, 206 Pineda St., Cocoa, shared that he lives in one of the Cocoa Housing Authority units. He had a water leak that caused his water bill to be extremely high and he would like to ask for assistance.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to accept Stantec's FY 2026 Utility Rate Study, validating the implementation of an automatic four percent (4%) increase of the water, fire lines, hydrant, wastewater, and reclaimed water fixed monthly charges and usage rates effective October 1, 2027, with future increases to Utility Handbook Schedule A: Utility Rates, Fees, & Charges; and approve the update of the Utility Handbook Policies (1000.11) effective October 1, 2026.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. 3600 Grissom Pkwy 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 Weeks; Seconded by Councilmember Koss to postpone to a date certain of September 8, 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.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. 3600 Grissom Pkwy Rezoning (POSTPONED) (2026-638). (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 Councilmember Hearn to postpone to a date certain of September 8, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the Preliminary Assessment Resolution 2026-0XX for Fire Protection, for Fiscal Year 2027. (2026-662). (Finance Director)

Ms. Bowman explained that the fire protection assessment is an annual non-ad valorem charge levied on benefited properties to fund a portion of the City of Cocoa's Fire Department operations and capital improvements. It helps ensure that essential fire protection and rescue services are available to all parcels in the City and provides a stable funding source outside of ad valorem taxes.

Additionally, City Council approved the inclusion of a 3% rate increase in the FY2027 budget during the July 7, 2026, Budget Workshop, based on recommendations from Stantec and City Staff.

This 3% increase to the Fire Protection Assessment for Fiscal Year 2027 will support ongoing Fire Department operations and capital improvements. The assessment, adopted under Ordinance 20-2006 and compliant with Florida Statutes, is levied annually on benefited parcels within city limits.

The assessment is projected to generate approximately $4.08 million in gross revenue, funding about 41% of the Fire Department's FY2027 budget.

Ms. Bowman stated that staff is requesting the approval of the Preliminary Assessment Resolution 2026-061 for Fire Protection, for Fiscal Year 2027.

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 Deputy Mayor Goins to approve the Preliminary Assessment Resolution 2026-061 for Fire Protection, for Fiscal Year 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Preliminary Assessment Resolution No. 2026-0XX for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting. (2026-666). (Finance Director)

Ms. Bowman explained that the City of Cocoa established its Stormwater Utility Fee in 1992 (City Ordinance Sec. 22-85) to fund ongoing operations and capital improvements needed to maintain stormwater infrastructure—such as drainage systems, ditches, swales, pipes, inlets, manholes, and retention/detention ponds.

In 2018, the City retained Stantec Consulting to develop a 10-year financial plan for the Stormwater Fund. Stantec's modeling, based on FY 2018 audited data and the amended FY 2019 budget, was aligned with a parallel engineering review led by Mead & Hunt, which evaluated long-term infrastructure and regulatory needs, particularly for the Indian River Lagoon.

At a May 14, 2019, workshop, Stantec proposed a shift from the existing rate structure, which factored both pervious and impervious surfaces, to an industry-standard approach based solely on impervious areas. This change aimed to promote equity and consistency. During that workshop, the City Council also reviewed challenges associated with billing stormwater fees through utility accounts (e.g., vacant units, inconsistent parcel-account matching). Council directed staff to transition to a non-ad valorem special assessment method using the Uniform Method of Collection under Section 197.3632, Florida Statutes, rather than continuing with the utility billing method.

As part of its fiduciary and legislative responsibilities, the City Council is tasked with reviewing and approving the Stormwater Assessment rates to ensure they are fair, legally compliant, and sufficient to support the City's stormwater management program. This includes evaluating the financial needs for maintaining and improving stormwater infrastructure, compliance with state and federal environmental regulations, and mitigating flooding risks. Council must consider public input, technical analyses, and staff recommendations before adopting the preliminary and final assessment resolutions. Once adopted, the approved rates are transmitted to the Brevard County Property Appraiser and Tax Collector for inclusion in the annual property tax bill.

At the July 7, 2026, Budget Workshop, City Council approved Stantec's recommendation of 2% increase to the stormwater assessment rates for Fiscal Year 2027. Per Florida Statutes and City Ordinance, a Preliminary Assessment Resolution must be adopted, followed by a Final Assessment Resolution after a duly noticed public hearing. The Final Public Hearing is scheduled for August 25, 2026, at 6:00 PM in City Council Chambers.

The estimated gross Stormwater Assessment Revenue for Fiscal Year 2027 is $2.49 million, Budgeted at 95% total: $2.36 million.

Ms. Bowman added that staff is requesting approval of the Preliminary Assessment Resolution No. 2026-062 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

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 Deputy Mayor Goins to approve Preliminary Assessment Resolution No. 2026-062 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by Stantec Consulting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. PZ26-02100005 155 Ruth St Zoning Map Amendment First Reading. (2026-673). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 12-2026 and read the title into the record as follows:

ORDINANCE NO. 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY

RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro shared a presentation[1] and explained that this item is to consider on First Reading an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

Ms. Ribeiro shared a zoning map and noted that the parcels are currently vacant and undeveloped, meet the minimum performance standards for the RU-1-7 zoning district, and will be considered conforming in the City of Cocoa.

She stated that staff recommends that the City Council approve on First Reading Ordinance 12-2026, an applicant-initiated ordinance amending the Official Zoning Map designation of two parcels totaling approximately 0.9 acres, located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, from Brevard County Single-Family Residential (RU-1-9) to City of Cocoa Single-Family Residential (RU-1-7).

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 Koss to approve Ordinance 12-2026 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. City Council Approval to Rename Valencia Ave. to Jake Williams Jr. Ave. (2026-107). (Councilman Hearn)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Koss to approve the renaming of Valencia Avenue to Jake Williams Jr. Avenue.**

[1] Exhibit A: Ordinance 12-2026 - 155 Ruth Street Zoning Map Amendment

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Council approval to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone. (2026-634).(Police Chief)

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Josue Otero, 2603 N. Indian River Dr., Cocoa, wished to share some food for thought. He explained that while the drones might be under control for now, what happens if the City gets a rogue leader. The drones could be a good thing or a bad thing but he'd like Council to consider everything that comes with having drones flying around.

IX. Informational Agenda:

1. Bi-Weekly Report for July 9, 2026 - July 23, 2026. (2026-685). (City Clerk)

2. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-686). (City Clerk)

X. Reports:

Mayor Blake and City Manager Whitten shared great news that Cocoa has been successful in securing a $56.48 million dollar grant for the Brightline Station. This is a game changer for the City of Cocoa and it will make Cocoa a destination. This is a multi-year project that the City looks forward to.

City Manager Whitten thanked several individuals for their partnership as well as staff and he is looking forward to making this project happen. At some point there will be a station in Tampa and another station in the north part of Florida and Cocoa will be the connecting station.

Additionally, City Manager Whitten spoke to the history of this project and how Cocoa displayed its seriousness in obtaining the station. He started his career with Brevard County in 1994 and this is by far the biggest project he's ever been a part of and for Cocoa this is as transformative as it gets and he is very proud.

Councilmember Koss shared that she is also very excited because the station will be located in District 4. She recognized the City Manager for his focus and hard work as well. She would like to talk more about the station at her town hall meeting in October and is hopeful that there will be citizen participation in this project. This will be transformative for Cocoa and there is more to come.

Councilmember Weeks added that she has always been confident that Cocoa would obtain the funding and the City Manager, as well as staff, has worked so hard for this project. Cocoa deserves this and she is very excited about it.

Councilmember Hearn recognized the collaboration between staff and different agencies to get this done. This project is a testament to the hard work that staff has put in and he is also very proud.

Deputy Mayor Goins pointed out that members of Council don't always get to celebrate or see the fruits of their labor. With this project, everyone played their part and now everyone gets to enjoy the fruits of their labor. He recognized staff, the Mayor, the City Manager and the rest of Council for their hard work on getting this done. He realizes there are a lot of naysayers about this project, but he knows it will transform Cocoa. He is very excited about it.

Mayor Blake shared photos from events he recently attended including Tom Wasdin's birthday celebration, an event with Family Promise and Tara Pagliarini, an event to talk about the details of the property tax reform, an event for Mack Osborne in Cocoa Village as well as other events.

Councilmember Koss shared that the Brightline project has made her a little sentimental this evening. She recalled when her and her husband were looking to buy a home in the area and they had originally almost bought a house in Rockledge. She remembered coming from the airport and seeing a sign that said "Destination Cocoa" and she realized she wanted to live in a place that was a destination. This is a full circle moment because now Cocoa has made it as a destination with the Brightline project.

Councilmember Hearn gave a district update. He ran into Chief Lamm at a training at the Orlando airport and shared a photo with him.

Councilmember Weeks shared photos from events she recently attended including the back-to-school drive, a State of Schools event, and her cousin's wedding that she officiated.

Deputy Mayor Goins shared his District 1 report. He shared photos from events he attended including a 321 Empowerment seminar and induction.

He also spoke about some traffic confusion at the intersection of SR520 and Fiske Blvd. He reached out to FDOT and spoke to Ms. Ashley Ingrahm who jumped on a solution. He thanked her for addressing the issue.

He also wished to thank Mexico Grill for opening up their doors and helping out the community.

Lastly, he wished to thank staff and Council for all of their continued hard work.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of August 11, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:33 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

City Council Meeting

August 11, 2026



2026-673
Ordinance 12-2026

155 Ruth St
Zoning Map Amendment

2026-673 - Ordinance 12-2026 - ZMA 155 Ruth St

Requested Action

Consideration on First Reading of an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

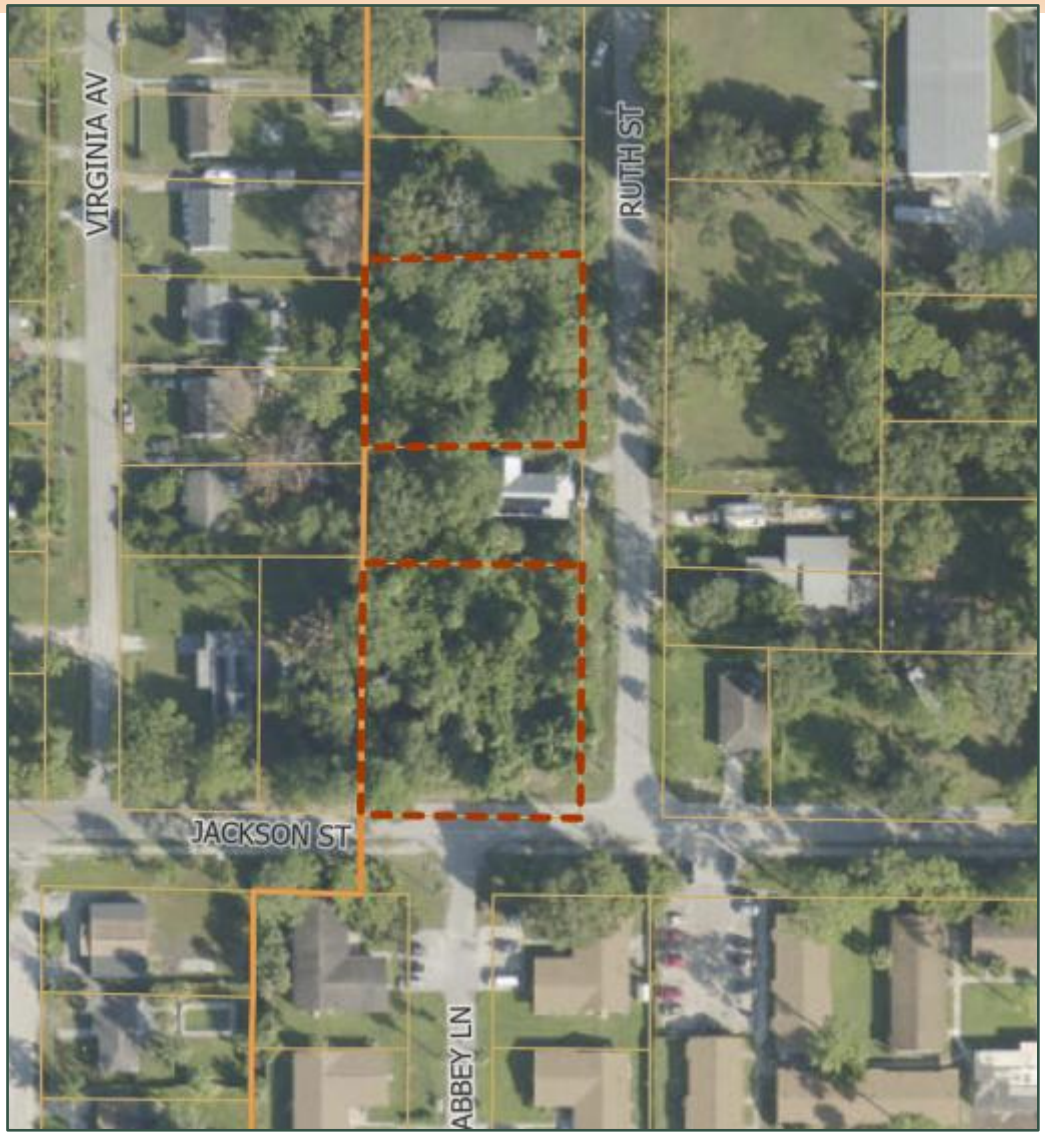


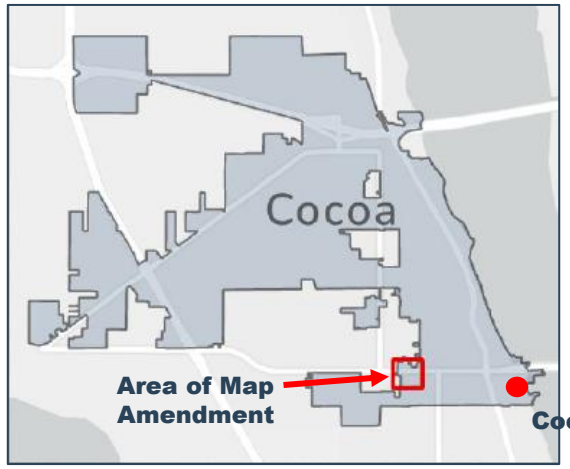
Background

Applicant: William Chaney
Chaney Real Estate LLC.
3370 Tipperary Drive,
Merritt Island, FL 32953

155 Ruth St Zoning Map Amendment Location Map

COCOA
FLORIDA



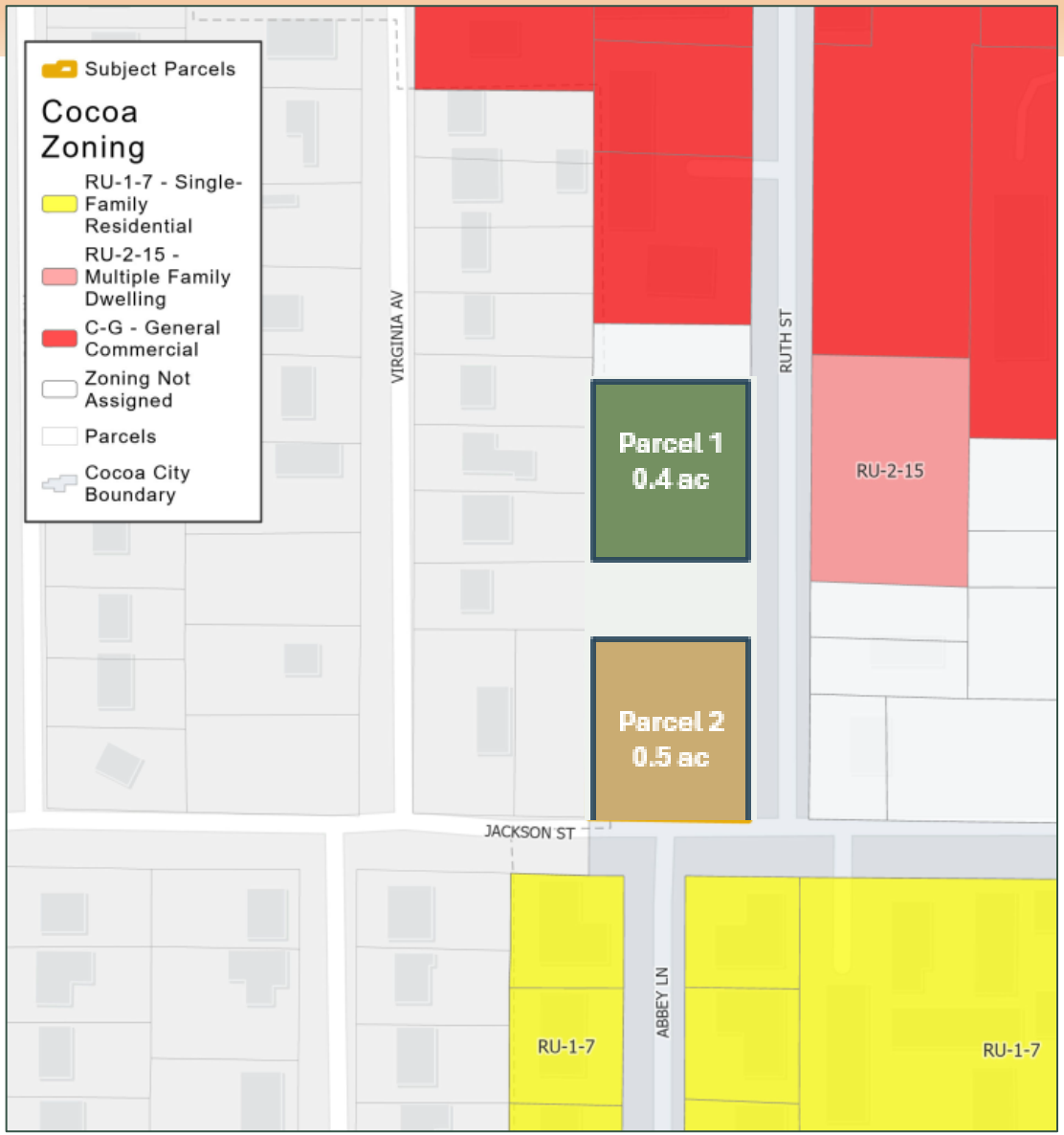


- 2 parcels
- .9 ac +/-

Request to Rezone

Prior County Zoning → RU-1-7 Single-Family Residential

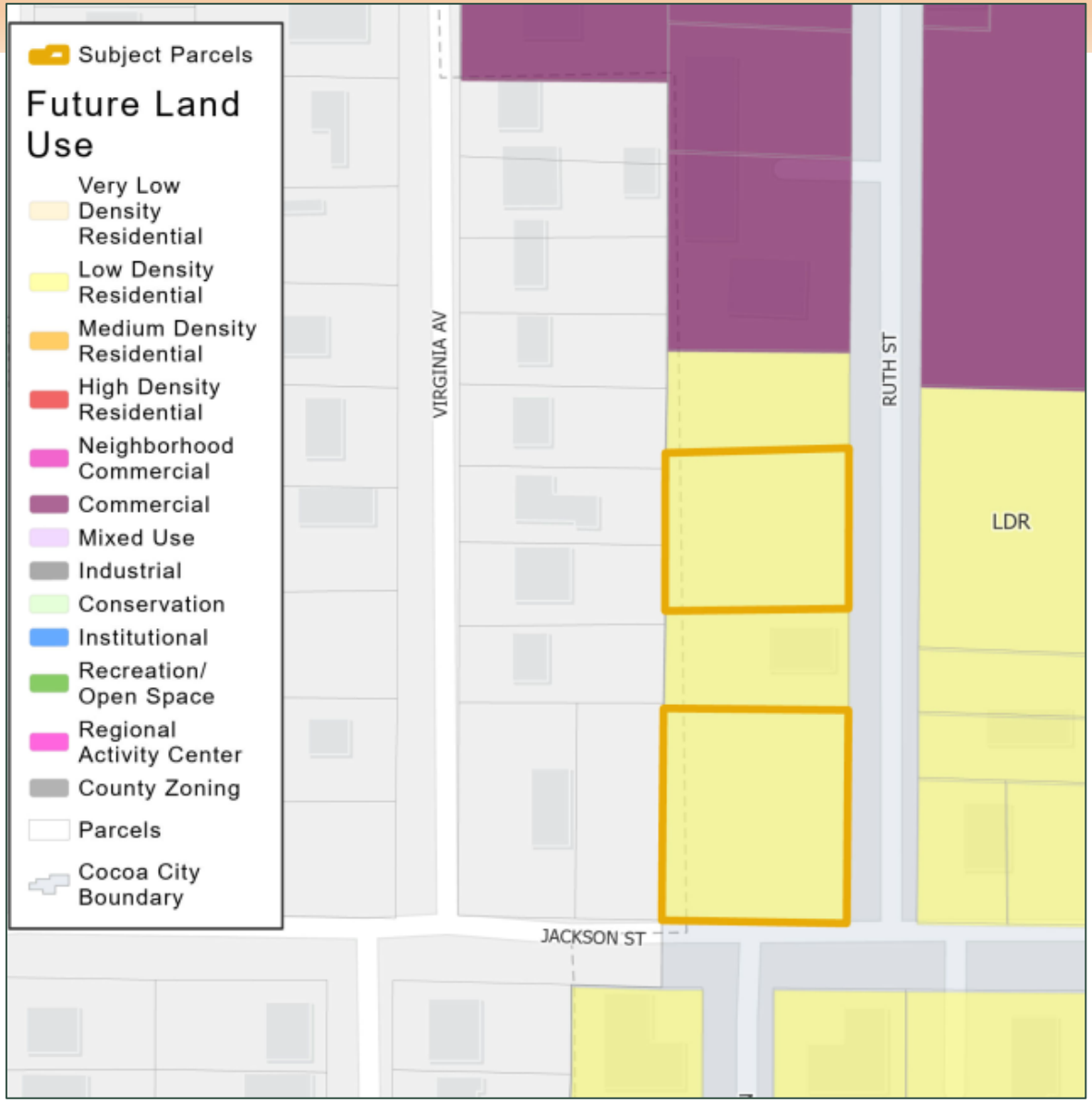
155 Ruth St ZMA
Current Zoning Map



- Annexed into the City as part of a larger 26-acre annexation
- No City zoning district was assigned at the time of annexation
- Assign RU-1-7 to establish permitted uses and development standards
- This request does not change the adopted Low Density Residential future land use—it supplies the missing implementing zoning district.

155 Ruth St Zoning Map Amendment
FLU Map

COCOA
FLORIDA



Area was assigned a Future Land Use of "Low Density Residential"

155 Ruth St
Zoning Map Amendment - Analysis

COCOA
FLORIDA

- **Brevard County Zoning Comparison and Conformities**

Prior County Zoning → **Ru-1-7 Single-Family Residential** = **Conforming Or Non-Conforming Lots**

Conforming: These parcels are currently vacant and undeveloped, meet the minimum performance standards for the RU-1-7 zoning district, and will be considered conforming in the City of Cocoa.

Rezoning Analysis

- Consistent with the surrounding residential land-use pattern
- Not expected to overburden public facilities or increase traffic
- Not expected to create drainage, compatibility, or public-safety concerns

COCOA
FLORIDA

Consistency with the City of Cocoa Comprehensive Plan

Policy 1.1.2.3: **Low Density Residential (LDR).** Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.

FIGURE FLU-1
STANDARDS FOR FUTURE LAND USE CATEGORIES

	Low Density Residential
Maximum Density	7 du/acre[1]
Allowable Uses	Residential, Institutional, and Open Space/ Recreational
Applicable Zoning Districts	RU-1-10, RU-1-7, RU-1-7A, RU-2-10 RU-2-15, RM-3, RM-4 and PUD
Maximum Impervious Surface Ratio	.65

155 Ruth St
Zoning Map Amendment

COCOA
FLORIDA

PREVIOUS ACTION:

- May 18, 2004 – Ordinance 11-2004 annexation adopted.
- August 5, 2026 – Planning & Zoning Board recommended **approval** of Ordinance 12-2026 to the City Council.

RECOMMENDED MOTION:

Staff recommends that the City Council **approve on First Reading Ordinance 12-2026**, an applicant-initiated ordinance amending the Official Zoning Map designation of two parcels totaling approximately 0.9 acres, located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, from Brevard County Single-Family Residential (RU-1-9) to City of Cocoa Single-Family Residential (RU-1-7).

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

CITY COUNCIL AGENDA ITEM

Memo Date:	October 8, 2026
Agenda Date:	October 13, 2026
File ID:	2026-876
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the August 25, 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 August 25, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 25, 2026

A Regular City Council Meeting was held on Tuesday, August 25, 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.

Councilmember Weeks provided the invocation, and Cocoa Police Officers 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 (arrived 6:08pm)
	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; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Brian Dale, Procurement and Budget Manager; Luci Ribeiro, Planner; Mitch Lawyer, Interim Chief Technology Officer; and Kat Badalov, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 25, 2026. (2026-585).

* **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

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Minutes: Regular Meeting of June 9, 2026. (2026-586).

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve the June 9, 2026 meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

1. National Suicide Prevention Awareness Month (2026-729). (Mayor)

Councilmember Weeks read a proclamation into the record recognizing National Suicide Prevention Month.

2. Voluntary Prekindergarten (VPK) Day Proclamation. (2026-746). (Deputy Mayor Goins)

Deputy Mayor Goins read a proclamation into the record recognizing VPK Day.

IV. Delegations:

Ms. Teri Butler, retiree from the City of Cocoa, wished to share that she has concerns regarding the employee benefit task force. She stated that she retired in 2018 and was the previous Finance Director. Additionally, current employees have the opportunity to participate in discussions surrounding their benefits, but retirees are not able to participate in those discussions and have no say in their benefits and have no representation. She asked Council to consider establishing representation for retirees.

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to take up to a ten-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to add a few more minutes to the recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to return from recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Benjamin Lucas, 327 Belmont Dr., Cocoa, shared that he teaches 6-8th grade students at a local Charter school. They will be designing and building a model train station that they would like to present to Council in honor of the Brightline Station. He is hopeful that maybe Council will take some of their design and architectural ideas and apply them to the actual station.

Paula Knowles, representing a non-profit organization called Jermar Warriors Sickle Cell Alliance, Inc., shared that her son passed away from sickle cell leukemia, and they started an organization to support those with sickle cell disease and help with health care. They wish to bring awareness to the disease and push information out to the public. They would like to ask Council to partner with them and help to support the cause.

Marisol Lanza, 436 Satsuma St., Cocoa, spoke on behalf of a young relative that is staying with her. She shared that one of her neighbors keeps harassing her relative and the rest of her family and there are five security cameras facing her house. They

are living in fear. There are drug deals going on there all day long and she can't take it anymore. She wants something to be done.

Deputy Mayor Goins asked Chief Collier if there is anything that can be done. He is an acquaintance of the gentleman Ms. Lanza is speaking of and is not quite sure of all the details Ms. Lanza has shared, however he knows this has been going on for a long time.

Anita Gibson, 451 Stone St., Cocoa, spoke in furtherance of the dislike between Ms. Lanza and her neighbor. The gentleman is cutting Ms. Lanza's trees down and blaring his music and then Ms. Lanza blares her music louder. They both have cameras facing each other's property and the fighting is endless. She'd like something to be done to get these neighbors to be neighborly. It is affecting all of the other surrounding neighbors.

V. Consent Agenda:

1. Street closure time change request and one additional street closure request outside the Central Business District. (2026-652). (Comm. & Economic Development Director)

2. Approve Change Order #1 to Purchase Order 84492 with Environmental Operating System, Inc. in the amount of $44,000.00 for additional Supplemental Carbon Micro-C, utilizing piggyback agreement No. Y22-170, increasing the total FY26 not-to-exceed amount to $116,000.00; and approve Budget Adjustment (BAF) 26-084-T. (2026-653). (Utilities Director)

3. Approve multi-year contracts with Five9 Telecommunications (annual amount of $33,660.00; 5-year total of $168,300.00) and Verteks Consulting, Inc. (annual amount of $32,256.00; 5-year total of $161,280.00) for a combined total annual cost of $65,916.00 (5-year cumulative total of $329,580.00) for the Utility Customer Service cloud-based call center platform; approve a Resolution waiving competitive bidding under the Standardization Purchase exception; and authorize the City Manager to execute the multi-year agreements from FY 2027 through FY 2031. (2026-674). (Finance Director)

4. Approval to renew group Medicare Advantage plan coverage for eligible retirees age 65 and over with Humana. This is a multi-year agreement that spans nine months in FY 27 and three months in FY 28. (2026-679). (HR Director)

5. Approve the contract award for ITB B-26-10-COC Cocoa Waterfront Public Docking and Breakwater Phase II to Shoreline Foundation, Inc., the lowest responsive and responsible bidder, in the amount of $2,425,925.00 (Base Bid plus Alternates); approve Resolution No. 2026-XX establishing a project contingency of $398,475.00 for a total authorized expenditure of $2,824,400.00; and authorize the City Manager

to execute the contract, related agreements, amendments, and purchase orders necessary to complete the project. (2026-696). (Public Works Director)

6. Approve Task Order 2026-21 with Atlantic Development of Cocoa Inc. utilizing RFQ# 20-18-COC for Utilities General Construction Contractor Services to abandon an out-of-service stormwater pipe along Michigan Avenue at Stanford Drive in the amount of $77,466.75. Authorize the City Manager to issue the purchase order. (2026-701). (Public Works Director)

7. Approve the use of contingency, BAF 26-090-T, to resolve Stormwater negative accounts through year end. (2026-708). (Public Works Director)

8. Approve a multi-year piggyback based on Brevard County Contract No. B-5-24-62 with JSR Fueling Technologies, LLC for fuel pump, fuel site, and petroleum storage tank repair, maintenance, and inspection services through August 28, 2029. (2026-703). (Public Works Director)

9. Approve BAF 26-097-T for the Purchase of Panasonic Toughbook Computers for Public Safety. (2026-730). (Interim Chief Technology Officer)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Koss 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. Approve the Preliminary Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027. (2026-693). (Finance Director)

Ms. Bowman explained that the fire protection assessment is an annual non-ad valorem charge levied on benefited properties to fund a portion of the City of Cocoa's Fire Department operations and capital improvements. It helps ensure that essential fire protection and rescue services are available to all parcels in the City and provides a stable funding source outside of ad valorem taxes.

Additionally, City Council approved the inclusion of a 3% rate increase in the FY2027 budget during the July 7, 2026, Budget Workshop, based on recommendations from Stantec and City Staff.

This 3% increase to the Fire Protection Assessment for Fiscal Year 2027 will support ongoing Fire Department operations and capital improvements. The assessment, adopted under Ordinance 20-2006 and compliant with Florida Statutes, is levied annually on benefited parcels within city limits.

The assessment is projected to generate approximately $4.08 million in gross revenue, funding about 41% of the Fire Department's FY2027 budget.

Ms. Bowman stated that staff is requesting the approval of the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027.

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

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to approve the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027, Stormwater Utility Services. (2026-694). (Finance Director)

Ms. Bowman explained that the City of Cocoa established its Stormwater Utility Fee in 1992 (City Ordinance Sec. 22-85) to fund ongoing operations and capital improvements needed to maintain stormwater infrastructure—such as drainage systems, ditches, swales, pipes, inlets, manholes, and retention/detention ponds.

In 2018, the City retained Stantec Consulting to develop a 10-year financial plan for the Stormwater Fund. Stantec's modeling, based on FY 2018 audited data and the amended FY 2019 budget, was aligned with a parallel engineering review led by Mead & Hunt, which evaluated long-term infrastructure and regulatory needs, particularly for the Indian River Lagoon.

At a May 14, 2019, workshop, Stantec proposed a shift from the existing rate structure, which factored both pervious and impervious surfaces, to an industry-standard approach based solely on impervious areas. This change aimed to promote equity and consistency. During that workshop, the City Council also reviewed challenges associated with billing stormwater fees through utility accounts (e.g., vacant units,

inconsistent parcel-account matching). Council directed staff to transition to a non-ad valorem special assessment method using the Uniform Method of Collection under Section 197.3632, Florida Statutes, rather than continuing with the utility billing method.

As part of its fiduciary and legislative responsibilities, the City Council is tasked with reviewing and approving the Stormwater Assessment rates to ensure they are fair, legally compliant, and sufficient to support the City's stormwater management program. This includes evaluating the financial needs for maintaining and improving stormwater infrastructure, compliance with state and federal environmental regulations, and mitigating flooding risks. Council must consider public input, technical analyses, and staff recommendations before adopting the preliminary and final assessment resolutions. Once adopted, the approved rates are transmitted to the Brevard County Property Appraiser and Tax Collector for inclusion in the annual property tax bill.

At the July 7, 2026, Budget Workshop, City Council approved Stantec's recommendation of 2% increase to the stormwater assessment rates for Fiscal Year 2027. Per Florida Statutes and City Ordinance, a Preliminary Assessment Resolution must be adopted, followed by a Final Assessment Resolution after a duly noticed public hearing. The Final Public Hearing is scheduled for August 25, 2026, at 6:00 PM in City Council Chambers.

The estimated gross Stormwater Assessment Revenue for Fiscal Year 2027 is $2.49 million, Budgeted at 95% total: $2.36 million.

Ms. Bowman added that staff is requesting approval of the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve Final Assessment Resolution No. 2026-065 for Fiscal Year 2027 Stormwater Utility Services.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. PZ26-02100005 155 Ruth St Zoning Map Amendment Second and Final Reading. (2026-673). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance 12-2026 and read the title into the record as follows:

ORDINANCE NO. 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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 12-2026 on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

VIII. City Business:

1. Council to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603. (2026-).(Police Chief)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG)**

Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Accept State Legislative Line Item Appropriation for Provost Park Improvements. (2026-). (Comm. & Economic Development Director)

Ms. Senger shared that in October of 2025, staff submitted appropriation requests to our legislative delegates. The request was for $750,000 in appropriation funding to redevelop Provost Park. The State approved $375,000 for this project. The resolution is required by the Florida Department of Environmental Protection Division of State Lands to start the grant agreement process.

This grant will be administered as a cost reimbursement grant administered by the Division of State Lands through the Land and Recreation Grants Section.

Once the agreement is drafted, it will come back to Council for acceptance and budgeting.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to accept State Legislative Appropriation for Provost Park Improvements in the amount of $375,000 and approve a resolution authorizing the City to enter into an agreement for the grant funds.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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-). (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-). (Finance Director)

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

4. Police Department Capital Account Vehicle Purchase. (2026-). (Police Chief)

5. Bi-Weekly Report for August 7, 2026 - August 20, 2026. (2026-). (City Clerk)

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

X. Reports:

Ms. Senger shared that the city is currently accepting applications for the upcoming Citizen's Academy that starts in October. There are four seats left and she asked everyone to spread the word.

Chief Collier shared that last week they had a Chief's meeting at Oleander Pointe and about twenty-five residents came out to participate. He noted that it was a good and productive meeting and Mayor Blake and Councilmember Koss were in attendance.

Deputy Mayor Goins provided his report and shared photos from events he recently attended. Additionally, he shared that he will be having a District 1 Update meeting after the Diamond Square CRA meeting at the Dr. Joe Lee Smith Center on September 21, 2026. The Diamond Square meeting starts at 6pm and his meeting will immediately follow.

He also talked about flooding in the Barbara Jenkins and Valencia neighborhoods and shared his concerns. Thankfully the water had drained by the next morning.

He was also happy to share that he took the Brightline train down to the Florida League of Cities conference two weeks ago.

Councilmember Weeks shared photos from events she recently attended. She shared photos from the Florida League of Cities conference where they talked about Amendment 3 and she learned a lot. She also learned a lot about data centers and there is a lot of information out there that is accessible to the public.

She shared photos from the Florida Realtor's Association conference that she attended as well.

Councilmember Koss talked about the FLC Conference as well and felt it was really enlightening and very fascinating. She learned a lot about the data centers and was pleasantly surprised.

Additionally, she attended an Astronomical Society meeting and learned a lot about lighting. As the area becomes more populated, the lights in the sky begin to diminish. This society is promoting smart lighting practices. She would like to bring back an agenda item for Council to consider smart lighting practices.

Councilmember Hearn asked if we could put some pressure on FDOT to keep the medians on Clearlake clean as there is already some overgrowth going on.

Additionally, along the SR520 and US1 corridor there are a lot of campaign signs, and he believes some of the signs are on city owned property. It looks unappealing and he asked if there are any restrictions on the placements of these signs.

Mayor Blake shared photos from events he recently attended as well, including the FLC Conference, his appointment as Vice President to the Florida League of Mayors, and a Cops and Kids event with the Cocoa Police Department.

XI. Adjournment:

*** MOTION by Councilmember Weeks; Seconded by Mayor Blake to adjourn the Regular meeting of August 25, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:04 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	September 15, 2026
Agenda Date:	October 13, 2026
File ID:	2026-822
Prepared By:	Gail Bantugan, Leisure Services Manager
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Approval of a street closure change request regarding a previously approved closure

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BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Original Request Approved on 11/8/2025

Game on Events Riverfront Triathlon, Sunday, November 8th, 2026 (5:30am-9:30 am)

Harrison St.: between Riveredge and Brevard.
Riverside Dr.: between Church St. and Oak St.
Total Closure - Half Day

Updated Request for a date change

Game on Events Riverfront Triathlon, Sunday, November 1st, 2026 (5:30am-9:30 am)

Harrison St.: between Riveredge and Brevard.
Riverside Dr.: between Church St. and Oak St.
Total Closure - Half Day

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:
Approval of the street closure 11/8/2025

RECOMMENDED MOTION:
Approval of the date change.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 3, 2026
Agenda Date:	October 13, 2026
File ID:	2026-794
Prepared By:	Melinda Keesee, Field Operations Technician
Through:	Donnie Howard, Asst. WFO Manager John Walsh, Utilities Director
Requested Action:	Approve Task Order 2027-21 under Contract No. Q-23-13-COC with Carollo Engineers, Inc. in the amount of $261,520.00 Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance; Approve a Resolution Amending the FY 2027 Budget, BAF No. 27-005-T.

BACKGROUND:

Over the past twelve years, the City has successfully implemented and completed a comprehensive gravity sewer collections system assessment program. The information gained from this program provides data critical to the successful implementation of a proactive asset management team within Sewer Field Operations (SFO).

As part of the development of the asset management team and as support to SFO in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that Carollo Engineers, Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include providing project management assistance and coordination, technical support and review, SCADA maintenance, data collection and support, and manhole/gravity sewer program maintenance. Staff along with assistance from Carollo Engineers, Inc. will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure.

On May 23, 2023, City Council awarded a continuing services agreement Q-23-13-COC to Carollo Engineering, Inc. for engineering services for wastewater collection, treatment, and disposal systems in accordance with Florida Statute 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

Staff requests approval of FY 2027 Task Order 2027-21 with Carollo Engineers, Inc. in the amount of $261,520.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted Partially funded.
If not budgeted, is amendment/transfer attached? Yes
Approved Budget Adjustment Form No. 27-005-T

Total Amount Requested: $261,520.00, Currently funded is $250,000. Remaining budget will be transferred on BAF 27-005-T
Account Number: 421-4125-536.31-03
Account Name: Engineering Services

BAF 27-005-T
Amount Transferred: ($11,520.00)
Account Number: 421-4125-536.46-00
Account Name: Repairs and Maintenance

Amount Requested: $11,520.00
Account Number: 421-4125-536.31-03
Account Name: Engineering Services

PREVIOUS ACTION:

On August 28, 2018, City Council approved Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY 2019.

On February 26, 2020, City Council approved Task Order 2020-11 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY 2020.

On October 13, 2020, City Council approved Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance.

On February 22, 2022, City Council approved Task Order 2022-25 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

On September 13, 2022, City Council approved Task Order 2023-29 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

On October 24, 2023, City Council approved Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

On October 8, 2024, City Council approved Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

On October 28, 2025, City Council approved Task Order 2026-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

RECOMMENDED MOTION:

Approve Task Order 2027-21 under Contract No. Q-23-13-COC with Carollo Engineers, Inc. in the amount of $261,520.00 Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance; Approve a Resolution Amending the FY 2027 Budget, BAF 27-005-T

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System	2027-21
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/03/26 City Bid Number: RFQ-23-13-COC AMOUNT: $ 261,520.00

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2027-21

Dept. Number/Division Name: 4125 Utilities/SFO

Project Name: SFO Engineering Support Project Number: N/A

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Carollo Engineering, Inc. will provide Sewer Field Operations with professional engineering services for project management and coordination, technical support and review, SCADA maintenance, data collection and support, and manhole/gravity sewer program maintenance. 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: 2026.09.03 10:26:23 -04'00'

Requestor

John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.09.03 15:57:38 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-21

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: 2026.09.11 15:28:44 -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.

TASK ORDER NO. 2027-21

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023, in connection with: FY2027 Sewer Field Operations and Division Support (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc. (ENGINEER) to provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, data collection and support, SCADA maintenance, manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project management assistance in the form of documentation of asset management activities performed by OWNER, review and verification of wastewater collection system improvement updates to the GIS database, contracting and oversight of outside vendors/contractors, and transfer of information and data to OWNER personnel. This task will also include invoicing, status updates, meeting management, and administrative assistance.

ENGINEER will meet with OWNER to review internal field activities, including assessments, replacements, and improvements to wastewater system assets. ENGINEER will document the results of these meetings with regards to decisions on the disposition of assets and required updates to the asset database.

ENGINEER will assist the OWNER with the preparation of documents necessary to contract with outside sources, including, but not limited to requests for proposals, requests for quotations, project definition plans, and task orders. ENGINEER will assist the OWNER with technical oversight and coordination of contractors and vendors on an as-needed basis. ENGINEER will provide other services related to the overall management of the OWNER's wastewater collection system on an as needed basis.

Task 2 – Technical Support and Review

Task 2.1 Technical Support

At the OWNER's request, the ENGINEER will provide technical input, QA/QC and review for existing projects not performed by the ENGINEER for activities associated with the wastewater collection system, up to the budget allocated under this task. The review will be performed by a Project Professional ES V or equivalent licensed professional engineer.

Task 2.2 O&M Manual Updates

At the OWNER's request, the ENGINEER will assist with updating the Sewer Field Operations (SFO) Operations and Maintenance (O&M) manual. The SFO O&M manual revisions may include additional sections not previously incorporated in the previous version of the document and updates to existing sections. For the OWNER's consideration, the ENGINEER will provide initial recommendations and potential schedules for converting the PDF O&M manuals for the SFO staff into a digital online interface to allow the OWNER to make additions and updates more frequently.

Task 2.3 Collection System Condition Assessment Assistance

ENGINEER will assist in collecting, organizing, combining, and mapping wastewater collection system data accumulated from various sources, including assessment programs, field documents, customer service records, and regulatory information. ENGINEER will also aid the OWNER in performing condition assessments of the collection system. Assessment techniques may include: lift station condition, force main pipe wall thickness, valve assessment, manhole and gravity main assessment. The budget for a vendor-provided assessment was not included in this scope. However, services may be provided as an amendment.

Task 3 – SCADA Maintenance

ENGINEER will assist OWNER with lift station SCADA maintenance, including programming of the RTUs, troubleshooting, and other SCADA related activities on an as needed basis. This task includes site visits, technical support, programming and as-needed services up to the budget allocated to the task.

Task 4 – Long Term Strategic Planning

Task 4.1 CIP Oversight

The ENGINEER will assist the OWNER with overseeing the implementation of the Capital Improvement Planning (CIP) projects associated with the collection system, as described in the Capital Plan Update prepared by Carollo. The ENGINEER's assistance may include: review of bids, review of scopes of work, review of pay applications and provision of limited construction services.

Task 4.2 Infiltration and Inflow Field Data Collection

The ENGINEER will identify areas for further data collection or modification of existing SCADA adjustments to increase the accuracy of the runtime information. The ENGINEER will perform field work to install data collection equipment that can be surface mounted at lift stations or other collection systems assets. This scope does not include assistance for gravity flow meters or other field data collection equipment that requires confined space entrance installation.

Task 4.3 Limited Infiltration and Inflow Study

The ENGINEER will utilize the data collected above to estimate the Rainfall Derived Infiltration and Inflow (RDII) entering the sewer system. ENGINEER will develop a short technical memorandum with the details of the results.

Task 4.4 Technology Review

The ENGINEER will review new technologies that will aid the City with maintaining the collection system. The ENGINEER will evaluate emerging technologies and based on the viability of the technology or demonstration. The ENGINEER will provide an analysis of the new technology and recommendations for the City to consider.

Task 5 – Manhole and Gravity Sewer Program Maintenance

This task aims to support the OWNER's currently scheduled program to rehabilitate the OWNER's gravity sewer manholes and gravity sewer pipes. The ENGINEER will perform limited field investigations as part of this project, including a limited inspection of up to five selected manholes lined in previous years. The ENGINEER will rely on data provided by the OWNER for this task. The ENGINEER will coordinate with the OWNER, the manhole rehabilitation services, and pipe lining providers via recurring coordination calls throughout the rehabilitation programs. The ENGINEER will coordinate with the OWNER to review and update the manhole lining program for FY27-28. ENGINEER will also review payment applications and provide comments to the OWNER.

C. REIMBURSABLE EQUIPMENT AND EXPENSES

The ENGINEER will procure the equipment required for the SFO team to utilize in the long term for the collection system. Equipment may include pressure loggers, level sensors, tipping rain buckets or other miscellaneous equipment. The total amount budgeted is $10,000.00 for equipment. At the request of the OWNER additional equipment can be purchased under an amended scope. The total expense budget is $1,000.00; the budget covers mileage and meal expenses associated with project-related travel. These costs are necessary to support staff attending on-site meetings, fieldwork, or client visits.

D. DELIVERABLES

ENGINEER will provide the following deliverables as part of this work task:

1. Documents as identified by the OWNER and agreed upon by the ENGINEER during the execution of this Task Order.

E. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2027.

F. COMPENSATION

Compensation for the Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement. The same terms will be applied to all subconsultants on the project.

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be **$261,520.00** based on the estimate provided in Exhibit 1.

G. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

H. TERMS OR PROVISIONS IN CONFLICT

If the provisions of the Agreement conflict with those of the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order No. 19 is effective as of the 1st day of October 2026.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order, evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
Accepted this 22nd day of September 2026.	
By: 	By:
Scott Richards, P.E., Vice President	Stockton Whitten, City Manager
By: 	
Elisabetta Natale, P.E., Associate Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **FY2027 Sewer Field Operations and Division Support** **Engineering Services**		**Assistant Professional ES I**	**Assistant Professional ES II**	**Professional ES III**	**Professional ES IV**	**Project Professional ES V**	**Project Professional ES VI**	**Project Professional ES VII**	**Senior Professional ES VIII**	**Principal Professional ES IX**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 130.00	$ 145.00	$ 160.00	$ 180.00	$ 195.00	$ 220.00	$ 250.00	$ 275.00	$ 295.00	$ 105.00		
TASK	TASK DESCRIPTION												
1	PROJECT MANAGEMENT AND COORDINATION												
1.1	Project and Program Management				52			10			28	90	$ 14,800.00
1.2	Subconsultant Work Coordination				14							14	$ 2,520.00
	Subtotal Task 1	0	0	0	66	0	0	10	0	0	28	104	**$ 17,320.00**
TASK													
2	TECHNICAL SUPPORT AND REVIEW												
2.1	Technical Support							10	8	2		20	$ 5,290.00
2.2	O&M Manual Updates			32	12	4	4	12	8	4		76	$ 15,320.00
2.3	Condition Assessment			32	20	4	4	6	12	4		82	$ 16,360.00
	Subtotal Task 2	-	-	64	32	8	8	28	28	10	-	178	**$ 36,970.00**
TASK													
3	SCADA MAINTENANCE												
3.1	Lift Station Programming									250		250	$ 73,750.00
	Subtotal Task 4	-	-	-	-	-	-	-		250	-	250	**$ 73,750.00**
TASK													
4	LONG TERM STRATEGIC PLANNING												
4.1	CIP Oversight				12	12	6	20	4	4		58	$ 13,100
4.2	Infiltration and Inflow Field Data Collection	20	20		12	8	4	4		4		72	$ 12,280
4.3	Limited Infiltration and Inflow Study	12	16	30	16	8	4	12	8			106	$ 19,200
4.4	Technology Review	10	10	40	24	8	4	12				108	$ 18,910
	Subtotal Task 5	42	46	70	64	36	18	48	12	8	-	344	**$ 63,490.00**
TASK													
5	MANHOLE AND GRAVITY SEWER PROGRAM MAINTENANCE												
5.1	Review of Payment Applications	10	10		30	4	4					58	$ 9,810.00
5.2	On-Site Services	30	40	40	20	6	10					146	$ 23,070.00
5.3	Coordination and Technical Support	10	10	20	20	6	10	8	4	2		90	$ 16,610.00
5.4	Lining CIP FY 27-28 Update	8	8	12	16	4	4				8	60	$ 9,500.00
	Subtotal Task 6	58	68	72	86	20	28	8	4	2	8	354	**$ 58,990.00**
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**100**	**114**	**206**	**248**	**64**	**54**	**94**	**44**	**270**	**36**	**1,230**	**$ 250,520.00**
Equipment													$ 10,000.00
Expenses													$ 1,000.00
	TOTAL NOT-TO-EXCEED FEE												**$ 261,520.00**

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of July 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Task Proposal, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost

breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

2.6 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Worker's Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City

pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

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

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

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0 Default; (b) Engineer fails to comply with any condition or provision of this Agreement; (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement; or (d) Engineer makes a general assignment for the benefit of its creditors, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agencyprovided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Elisabetta Natale
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone

(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

38.0 E-VERIFY

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

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

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

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

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

CITY:	**ENGINEER:**
CITY OF COCOA	**CAROLLO ENGINEERS, INC.**

By: _____
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:

By: _____ for
Carie Shealy, City Clerk

CITY SEAL
CORPORATE
City of Cocoa
FLORIDA

By: _____
Infrastructure Design Manager/
Print Name/Title: Vice President

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

City of Cocoa Budget Adjustment Form FY 2027 - 005-T

Select Adjustment Type: Budget Transfer | Requesting Department #: 4125 | Date Prepared: 9/17/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 11,520)	421-4125-536.46-00	Repairs & Maintenance		($ 11,520)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 11,520) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 11,520	421-4125-536.31-03	Engineering Services		$ 11,520	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 11,520 Total					

Reason/Justification for Adjustment:

Transfer funds to cover the cost of the FY27 Carollo proposal for Sewer Field Operations support (Task Order 2027-21). SFO budgeted $250,000 in FY27 for their engineering services. The proposal amount is $261, 520, and a budget transfer is required. The proposal and task order will be presented to Council for approval at the October 13, 2026 meeting (File 2026-794).

City Council Approval Needed? Yes: ○ No: ◉ **Date Approved:** **Resolution #:** 2026-083

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

Melinda Keesee — Digitally signed by Melinda Keesee, DN: cn=Melinda Keesee, ou=Utilities, Date: 2026.09.17 10:17:51 -04'00' — Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.09.29 08:42:47 -04'00' — Finance Approval Signature

Finance Director's Signature

Katherine Ennis — Digitally signed by Katherine Ennis, DN: cn=Katherine Ennis, ou=Utilities, Date: 2026.09.17 12:19:38 -04'00' — Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.29 09:17:07 -04'00' — Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

RESOLUTION NO. 2026-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2026, and ending on September 30, 2027, at a Special meeting held on September 23, 2026; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2026-2027 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th day of October, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

7/4/2027

DATE (MM/DD/YYYY) 7/1/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472612 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19747317 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2026	7/4/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2026	7/4/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2026	7/4/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2026	7/4/2027	EACH CLAIM: $3,000,000; AGGREGATE: $3,000,000	

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

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19747317
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: $10,000. Professional Liability Deductible: $50,000. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

POLICY NUMBER: GLO 9730569

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 27, 2026
Agenda Date:	October 13, 2026
File ID:	2026-769
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve the award of ITB No. B-26-06-COC, Dyal WTP Operations Building Remodel Project (WS24OB), to Qualis General Contractors, LLC of Tampa, Florida, in the amount of $244,391.00 and execute the contract; and adopt a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $24,440.00 (10% of the contract amount), for a total authorized project expenditure of $268,831.00; and adopt a Resolution approving Budget Adjustment Form (BAF) 2027-004-A-UT to roll unencumbered FY26 capital budget in the amount of $401,314.00 into FY27.

BACKGROUND:

The City of Cocoa Dyal Water Treatment Plant's main Operations Building was originally built in the 1970s with upgrades that have occurred throughout its history. This project is for the remodel of the Operations Building first floor and generally includes modifying the existing instrument repair office, break room, and electricians' workshop. This project will maximize the space to meet functional needs of various City staff and consists of the following:

1. Demolition of portions of the existing Instrument Repair Office, Breakroom, and Electrical Workshop
2. Renovations and refurbishment of the existing Instrument Repair Office and Electrical Workshop
3. Remodel of the existing breakroom to create two partitioned offices, along with complete renovation and replacement of the kitchen cabinetry and appliances
4. Renovation of the common corridor area adjoining the three rooms being renovated

To ensure a competitive and transparent procurement process for this project, Invitation to Bid (ITB) B-26-06-COC was formal advertised on June 26, 2026 in accordance with the City's procurement standards and Florida Statute 255.0525. The solicitation was published in Florida Today, posted on the City's official website, and broadcast via VendorLink. This outreach successfully reached 3839 registered vendors, 103 of whom downloaded and reviewed the bid documents to evaluate the scope of work.

Following the advertisement period, the City received eight formal sealed responses by the submission deadline. These bids were opened publicly on August 4, 2026, and were subsequently tabulated and reviewed to determine the apparent low bidder. The bids received were as follows:

Rank	Company Name	Bid Price
1	Qualis General Contractors LLC	$244,391.00
2	FSV Construction Company	$292,452.00
3	Doug Wilson Enterprises Inc.	$302,001.00
4	APD Construction LLC	$315,136.36
5	Arnco Construction Inc.	$315,985.69
6	Anderson Place Construction LLC	$316,469.00
7	ESB Light LLC dba PrimeWork General	$331,400.80
8	MGM Contracting	$355,000.00

Following evaluation for responsiveness to ITB requirements and bidder responsibility, staff determined that Qualis General Contractors, LLC is the lowest responsive and responsible bidder. Staff recommends awarding ITB No. B-26-06-COC for the Dyal WTP Operations Building Remodel Project to Qualis General Contractors, LLC.

Additionally, staff requests approval of a 10% construction contingency resolution in the amount of $24,440.00. While change orders are not anticipated, unexpected field conditions during interior renovation may require budget or schedule adjustments. The contingency authority will allow the project to proceed without delay. Contingency funds will not be added to the initial purchase order; any proposed change order will undergo thorough staff review prior to submission to the City Manager for approval.

To fund this project and associated oversight, staff is requesting City Council adoption of a Resolution approving Budget Adjustment Form (BAF) 2027-004-A-UT, which rolls forward $401,314.00 in unencumbered FY26 capital budget into FY27. This budget rollover will cover the $244,391.00 construction contract, the $24,440.00 contingency allowance, $93,167.00 for Construction Engineering and Inspection (CEI) services which will be presented under a separate agenda item and an unallocated project balance of $39,316.00.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? No
If not budgeted, is amendment / transfer attached? Yes, BAF 2027-004-A-UT.

Source/Use of Funds
Account Number: 424-4020-536.62-00

Project Component	Expenditure Amount
Construction Contract (Qualis General Contractors)	$244,391.00

Construction Contingency (10%)	$24,440.00
CEI Services (Separate Agenda Item)	$93,167.00
Unallocated Project Balance	$39,316.00
Total FY27 Rolled Budget (BAF 2027-004-A-UT)	**$401,314.00**

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve the award of ITB No. B-26-06-COC, Dyal WTP Operations Building Remodel Project (WS24OB), to Qualis General Contractors, LLC of Tampa, Florida, in the amount of $244,391.00 and execute the contract; and adopt a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $24,440.00 (10% of the contract amount), for a total authorized project expenditure of $268,831.00; and adopt a Resolution approving Budget Adjustment Form (BAF) 2027-004-A-UT to roll unencumbered FY26 capital budget in the amount of $401,314.00 into FY27.

CONSTRUCTION AGREEMENT
B-26-06-COC

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **QUALIS GENERAL CONTRACTORS LLC** a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Dyal Water Treatment Plant (WTP) Operations Building Remodel ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Technical Specifications, Volume 1 and 2, dated March 2026 and the Bid Drawings, dated October 2025 for City of Cocoa; ITB Documents issued by the City, dated August 4, 2026; Contractor's Bid Submittal, dated August 4, 2026; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

f. ITB for B-26-06-COC issued by the City of Cocoa dated August 4, 2026, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be substantially completed within One Hundred and Fifty (150) calendar days after the date when the Contract Time begins to run.

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

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

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

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

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

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

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR

also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$964** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$964** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Two hundred, Forty-Four thousand, Three hundred ninety-one dollars ($244,391.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as

fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God;

fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

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

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

The OWNER further hereby identifies Roberto A. Santiago, P.E. Senior Project Manager, Jacobs Engineering, Attn: Roberto.santiago1@jacobs.com, as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies Katherine Ennis, Deputy Utilities Director, City of Cocoa, Attn: kennis@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

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

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra

work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

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

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefore by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

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

invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

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

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

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

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Katherine Ennis, Utilities Deputy Director or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an

inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the

term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

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

calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineers, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

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

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

CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

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

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

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

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

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

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties

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

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also

be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cityclerk@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

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

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized

representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Qualis General Contractors LLC
Attn: Brycen Herman, Manager
17803 Green Willow Drive, Tampa FL 33647
(813) 515-0824
Email: bherman@qualisfl.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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

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

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

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

41. **TRAFFICKING**

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

a. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

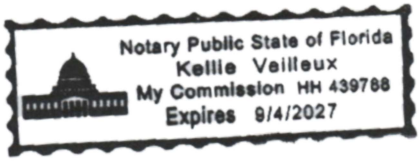
QUALIS GENERAL CONTRACTORS LLC

By: _____
Brycen Herman, Manager

Date: 9/17/2026

STATE OF Florida
COUNTY OF Cocoa

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 17th day of September, 20 26,
by Brycen Herman, the Manager of
Qualis General Contractors LLC, who is personally known to me or who produced
_____ as identification and who did take an oath.



_____
(Notary Public Signature)

Kellie Veilleux
(Print Name)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	OCN7485767
Contractor Name:	Qualis General Contractors LLC
Contractor Address:	17803 Green Willow Drive Tampa, FL 33647
Contractor Phone No.:	(813) 515-0824
Surety Company:	Old Republic Surety Company 18500 W. Corporate Drive, Suite 170 Brookfield, WI 53045
Surety Agent:	Mark Kowalski
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$ 244,391.00
Bond Amount:	$ 244,391.00
Contract No. (if applicable):	B-26-06-COC
Description of Work:	The construction of Dyal Water Treatment Plant (WTP) Operations Building Remodel
Project Address:	28400 FL-520, Christmas, FL 32709
Legal Description:	
Bid Number:	Project No. D3953000

BY THIS BOND, we Qualis General Contractors LLC as Principal

and Old Republic Surety Company a Corporation as Surety,

are bound to City of Cocoa, herein called Owner, in the sum

of $ 244,391.00, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of Dyal Water Treatment Plant (WTP) Operations Building Remodel as specified for the 28400 FL-520, Christmas, FL 32709 location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this 17th day of September 20 26.

CONTRACTOR AS PRINCIPAL

Company:

Qualis General Contractors, LLC.

(Corporate Seal)

Signature _____

Title Manager



SURETY

Company:

Old Republic Surety Company

(Corporate Seal)

Signature Mark Kowalski

Title Attorney-in-Fact & Agent

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARK KOWALSKI of SARASOTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of October, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of October, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3106

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 17th day of September, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

EXHIBIT B

ITB B-26-06-COC
(dated June 26, 2026)

EXHIBIT C

Qualis General Contractors LLC, Submittal
(dated August 4, 2026)

RESOLUTION NO. 2026-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE DYAL WTP OPERATIONS BUILDING REMODEL, WS24OB, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on October 13, 2026, the City Council authorized the City Manager to proceed with the Dyal WTP Operations Building Remodel Project WS24OB, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Dyal WTP Operations Building Remodel Project WS24OB, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $268,831 budgeted by the City Council for the project inclusive of the Ten Percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 13, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

RESOLUTION NO. 2026-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2027; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2026, and ending on September 30, 2027, at a Special meeting held on September 23, 2026; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2026-2027 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th day of October 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 27-004-A

Select Adjustment Type: Budget Amendment | Requesting Department #: Utilities | Date Prepared: 9/28/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 401,314	424-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		$ 401,314	WS24OB
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 401,314 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 401,314	424-4020-536.62-00	WATER SEWER / BUILDINGS		$ 401,314	WS24OB
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 401,314 Total					

Reason/Justification for Adjustment:

To roll forward the Prior year funding for this project, to avoid delays, this project will not be included on the capital roll.
Agenda# 2026-769 (Construction) and 2026-770 (Engineering).

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-085

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

Katherine Ennis — Digitally signed by Katherine Ennis, DN: cn=Katherine Ennis, ou=Utilities, Date: 2026.09.28 11:57:46 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.09.30 09:06:59 -04'00'
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: 2026.09.29 16:52:31 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.30 14:17:06 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Issuance | Release Date: Friday, June 26, 2026
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to remodel a portion of the first floor of the Dyal Water Treatment Plant (WTP) Operations Building located at 28400 SR 520, Christmas, Florida 32709. Work includes renovations and alterations in the existing Instrument Repair Office, Breakroom, and Electrical Workshop.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a MANDATORY Pre-Bid conference held for this project on Tuesday, July 14, 2026, at 10:00am EST at the Dyal Water Treatment Plant, Training Room, located at 28400 S.R. 520, Christmas, Florida 32709, which will include a site walk through.

A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Tuesday, July 21, 2026, at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County,

and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

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CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE DYAL WATER TREATMENT PLANT OPERATIONS BUILDING REMODEL 75

SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The Contractor will provide all materials and labor necessary in order to remodel a portion of the first floor of the Dyal Water Treatment Plant (WTP) Operations Building located 28400 S.R. 520, Christmas, Florida 32709. This project will provide more efficient use of the break room, the instrument repair office, and the electrical workshop by replacing end-of-life and unused equipment with new and adding needed office space for staff.

Scope of Work includes the following:

1. Demolition of portions of existing Instrument Repair/Office, Breakroom, and Electrical Workshop, as shown on the Drawings, see Exhibit A and B.
2. Renovations and refurbishment of the existing Instrument Repair/Office and Electrical Workshop, including new flooring, new lighting, new ceiling tiles, and painting.
3. Remodel of existing breakroom to create two partitioned offices, along with complete renovation and replacement of the kitchen cabinetry and appliances, along with alterations to the HVAC system and electrical and lighting circuits, plus new lighting, new flooring, new ceiling tiles, and paint.
4. Renovation of the common corridor area adjoining the three rooms being renovated, including new flooring, new lighting, new ceiling tiles, and painting.
5. Furnish and install any needed miscellaneous incidentals to provide completely renovated and altered rooms, fully functional and ready for occupancy.
6. The scope does not include any furniture for the new offices and electrical workshop and chairs for the breakroom. These will be purchased directly by the City.

All work shall be constructed according to the Construction Drawings and Specifications provided in Exhibit A, Exhibit B and are made part of the contract by reference. For a complete set of requirements, specifications, and components included in the project scope, please refer to Exhibit A, Exhibit B, and the contract Documents for the Construction Remodel of a portion of the first floor of the Dyal WTP Operations Building.

The Contractor shall construct the project per the following requirements:

1. The jurisdiction for the project site is in Orange County, Florida. The City of Cocoa owns the property, but it is located in Orange County, Florida therefore all work shall be permitted and undertaken in accordance with their applicable codes and ordinances.
2. Prime contractor is assumed to be familiar with all general conditions/contract requirements associated with the contract between owner and contractor as they apply to the work noted on the detailed specifications, attached herein as Exhibits A and B. Prime contractor shall transfer all such requirements to all subcontractors.
3. All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. Submission of bid will be taken to confirm familiarity with conditions of the work, so the bid price includes all work necessary to provide a completed, ready-to-occupied project.

4. Contractor shall obtain all permits required to undertake the work unless noted otherwise.
5. Prior to receiving a notice-to-proceed, the owner will file a notice-of-commencement with appropriate authority.
6. The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates.
7. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.

2. Previous Experience and References: The firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of three (3) years. Must be licensed in the state of Florida as a General Contractor with a minimum of three (3) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, contract completion date, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

5. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.

6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

7. Provide a completed W9 according to section 4.20 of this request.

8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Thirty (30) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within One Hundred and Fifty (150) calendar days after the notice to proceed is issued. The date of substantial completion of the Work is the date certified in writing by the City when (1) construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize the Work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for Substantial Completion identified in the general, special, or technical conditions or construction plans have been satisfied. Final completion will be Thirty (30) calendar days after the date of delivery of the final approved punch list, which shall be delivered within thirty (30) calendar days from the date of substantial completion. The construction agreement shall establish the process for approval and delivery of the punch list required by the Local Government Prompt Payment Act, Section 218.735, Florida Statutes.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Friday, 06/26/2026 at 8:00am EST**
Mandatory Pre-Bid Conference	**Tuesday, 07/14/2026 at 10:00am EST**
Deadline for Questions	**Tuesday, 07/21/2026 at 5:00pm EST**
Bid Due Date and Time	**Tuesday, 08/04/2026 at 3:00pm EST**
Anticipated Notice of Intent to Award	**August 2026**
City Council Approval of Contract	**August 2026**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on Tuesday, July 14, 2026, at 10:00am EST at the Dyal Water Treatment Plant, Training Room, located at 28400 S.R. 520, Christmas, Florida 32709, which will include a site walk through. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid

conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Whether the Bidder has been suspended or debarred from doing business with the City or another public entity.
J. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between

all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Used

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:

    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project, and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS – Used

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 LIQUIDATED DAMAGES

A. **Failure to Complete on Time:** Time is of the essence in the performance of this Contract. If the Contractor fails to achieve Substantial Completion or Final Completion within the timeframes specified in the Contract Documents, or any authorized extensions thereof, the City will suffer

financial and administrative damages. Because the actual damages resulting from such delays are impossible or extremely difficult to accurately calculate, the parties agree that Liquidated Damages—and not as a penalty—shall be assessed.

B. **Daily Assessment Rate Schedule:** For each consecutive calendar day that the Work remains uncompleted past the established date for Substantial Completion, the Contractor shall pay, or have deducted from any monies due or becoming due from the City, a daily assessment rate. This rate is determined by the total contract value, established in accordance with the following schedule:

Total Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$956
$50,001 to $250,000	$964
$250,001 to $500,000	$1,241
$500,001 to $2,500,000	$1,665
$2,500,001 to $5,000,000	$2,712

C. **Failure to Reach Final Completion:** Following Substantial Completion, if the Contractor fails to complete the remaining "punch list" items and achieve Final Acceptance within the timeframe specified in the Contract, the Contractor shall be assessed Liquidated Damages in the sum of **one-half (1/2)** of the applicable daily rate stated in the schedule above for each consecutive calendar day of delay until Final Acceptance is granted by the City.

D. **Remedies Cumulative:** The assessment and collection of Liquidated Damages by the City shall not limit or waive the City's right to pursue any other legal or equitable remedies available under this Contract or Florida law for defaults other than delays in completion.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder’s employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City’s sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the

City. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera, contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor, together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement, to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY CLERK, AT 321-433-8480, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line-item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front-loaded bids could reasonably appear to be an attempt to obtain unjustified early payments, creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition

timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the

Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed,

the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The

successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 Tie Bids

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;

2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

4.72 TRAFFICKING

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

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Attachment “R” Human Trafficking Affidavit
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: _____ **FEIN:** _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

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

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "D" Bid Security Bond - Used

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

_____

as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (90) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "E" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
_____	_____	_____	_____	_____

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of four separate project sums. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Construction remodel of a portion of the first floor of the Dyal WTP Operations Building as per plans and specifications:

Item	Item Description	Unit	Total Price
1	Mobilization/Demobilization - Includes permitting and permitting fees, temp utilities or field offices, implementation of required safety program, any required project photos, mobilization and demobilization of equipment, materials, and staff and any other like items	LS	$
2	Demolition of portions of existing Instrument Repair/Office. Breakroom and Electrical Workshop	LS	$
3	Renovations and refurbishment of the existing Instrument Repair/Office and Electrical Workshop	LS	$
4	Remodel of existing breakroom to create two portioned offices, along with complete renovation and replacement of Kitchen	LS	$
5	Renovation of the common corridor area adjoining the three rooms being renovated	LS	$
TOTAL BID PRICE FOR PROJECT (items 1-5)			$

_____ Dollars

(Grand Total Written in words)

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "F" Trench Safety Certification (if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ [Name of entity submitting sworn statement] whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff as authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) completed projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "N" Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-06-COC**

TITLE: Dyal WTP Operations Building Remodel

SOLICITATION DUE DATE: 08/04/26 TIME: 3:00pm EST (Local Time)

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P" Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q" - NOT USED

Federally Required Contract Clauses for FEMA Grantees and Subgrantees

1. *Equal Employment Opportunity*

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement **Not Applicable**

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant

~~to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~

b. ~~The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

c. ~~The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~7. Federal Water Pollution Control Act~~

a. ~~The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

b. ~~The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

c. ~~The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~8. Suspension and Debarment~~

~~a~~. ~~This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~b~~. ~~The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~c~~. ~~This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~d~~. ~~The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.~~

~~9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~

a. ~~Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place~~

~~in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~10. PROCUREMENT OF RECOVERED MATERIALS~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component~~

~~of any system, or as critical technology as part of any system; or~~

~~4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

iii.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

---

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

~~Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING~~
~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~
~~(To be submitted with each bid or offer exceeding $100,000)~~
~~The undersigned [Contractor] certifies, to the best of his or her knowledge, that:~~
~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~
~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~
~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~
~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.~~

~~18.~~ ~~*Affirmative Socioeconomic Steps*~~

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

~~19.~~ ~~*Copyright and Data Rights* – ***Not applicable***~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this~~

~~contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~**Company Name:**~~ _____

~~**Address:**~~ _____

~~**Telephone:**~~ _____ ~~**Email:**~~ _____

_____ _____

~~**Authorized Signature**~~ ~~**Date**~~

_____ _____

~~**Name**~~ ~~**Title**~~

~~**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**~~

~~**Failure to submit this form may be grounds for disqualification of your submittal**~~

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as _____(Role) of_____(Company).

3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE

_____
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT A

Contract Documents for the Construction of the Dyal Water Treatment Plant Operations Building Remodel

Technical Specifications

EXHIBIT B

Contract Documents for the Construction of the Dyal Water Treatment Plant Operations Building Remodel

Drawings

COCOA
FLORIDA

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

July 27, 2026

Addendum 1
To the Contract Documents and Specifications:
ITB # B-26-06-COC
Dyal Water Treatment Plant (WTP) Operations Building Remodel

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions. The questions are listed below, numbered 1 through 29 with responses provided in red below the question.

1. Request for consideration for the use of demountable walls for the new offices being built out in the breakroom.
   Answer: Bidders are directed to base their bid on the building renovation plans and specifications that have been prepared and provided for this project.

2. Do we need to include asbestos testing?
   Answer: Yes, due to the building age, an asbestos survey and testing will be required. Inspection and testing shall be completed in accordance with NESHAP 40 CFR 61, EPA-600/R-93/116, and any other applicable OSHA, NESHAP, and EPA regulations. Asbestos surveys shall be completed by EPA/AHERA accredited inspectors. Contractor shall be responsible for all activities and costs associated with any asbestos surveys.

3. What are the work hours?
   Answer:7:00 am to 5:00 pm, as specified in Section 01 31 13. See section 01 31 13 for additional requirements.

4. Will the facility be occupied or vacant?
   Answer: Yes, the facility will be occupied.

5. Will there be designated parking available?
   Answer: The City will designate an area on site to be used for contractors parking.

6. Is there a location for storage, dumpster, and laydown?
   Answer: There will be an area designated on site for the contractor's use for storage, dumpster, laydown.

7. Details Required for Infill of Existing Openings. Requesting construction details for the various wall and opening infill conditions shown on the drawings.
   Answer: Existing fan opening to be infilled with dry pack high strength grout with brick veneer exterior finish to match existing. Door opening 10-104A infill shall be CMU stack bond coursing to match existing CMU size. See detail 0420-032 attached to this Addendum as "Attachment 1".

8. Clarification of Wall Assembly – Type "K" vs. Z-Furring at Existing CMU Walls. Requesting clarification regarding the conflicting wall assembly requirements shown between the Type "K" wall detail and the door jamb/head details.
   Answer: Type "K" wall type is correct. Omit "Z" furring note on opening details

9. Per 1.02 Min Qualifications: Will a licensed Certified Building Contractor be considered for award for this project?
   Answer: Yes, a State of Florida licensed Building Contractor will be required for award of this project.

10. What's the construction budget for this project?
    Answer: The City prefers not to share this information. It is important that the Bidder develops a construction bid completely independent of the City's budget.

11. What is the height from the finished floor to the deck?
    Answer: Assuming this means the height from finished floor to the underside of the second-floor deck, the height is 13'-5"

12. What type of threshold will be installed under existing doors after the tile flooring is demolished? (Please note that the price varies significantly depending on profile, material, finish, and dimensions.)
    Answer: Thresholds are specified in section 08 70 00. See door hardware types scheduled on drawing 10-A-504

13. Are there no plumbing details? Is hot water available, or does a water heater need to be installed?
    Answer: Existing plumbing water piping is to be reused. No hot water heater is required.

14. What materials should be used to infill the exterior wall section resulting from the demolition?
    Answer: Existing fan opening to be infilled with dry pack high strength grout with brick veneer exterior finish to match existing

15. What type of solid surface countertop material will be installed?
    Answer: See specification section 06 40 00; 2.04

16. Are there any details regarding the cabinetry to be installed beneath the solid surface countertop in the dining area?
    Answer: See spec section 06 40 00 and sheet 10-A-301 of the Drawings for size information. Style and color shall be consistent with the existing cabinetry

17. Electrical panels located in Room 10105 (Electrical Workshop) appear outdated and old. The electrical scope of work does not mention circuit distribution or panel capacities. Has a capacity study been conducted?

Answer: See Sheet Keynotes on 10-E-201. The load on the system did not increase

18. Will the workshop outlets be installed by reusing existing circuits with new boxes?
    Answer: See Sheet Keynotes on 10-E-201

19. Will the lighting be connected to existing outlet boxes, wiring, conduit, and breakers?
    Answer: Yes, lighting will be connected to existing outlet boxes, wiring, conduits, and breakers

20. The lighting plan does not show light fixtures being installed in the hallway; however, the demolition and ceiling plans indicate that new ceiling tiles will be installed in that area. Is new lighting not required, or will the existing lighting be reinstalled? Also, will switches and outlets not be updated?
    Answer: Install new lighting in the hallway. Contractor to follow Arch reflected ceiling plan. No update to switches or outlets

21. Will no new exit lights be installed?
    Answer: No, new exit lights are not proposed

22. Will no new fire alarm devices be installed? (pull stations, smoke/heat detectors, sensors, etc.)
    Answer: No, alterations to the fire alarms are not proposed

23. Will the owner be responsible for removing all existing furniture?
    Answer: No, per Section 01 31 13, Paragraph 1.04, Contractor shall relocate the existing furniture as described

24. What is the manufacturer and what specifications are required for the exhaust fans? Or will the existing ones be used?
    Answer: Existing exhaust fan in breakroom is to be removed. See demolition plan

25. Will a ho od be installed over the stove?
    Answer: Yes, standard residential hood, see drawing 10-A-301 and 10-H-201

26. Will the contractor only install the boxes and conduit for the data system? Where would the data panel be located in a wired setup? Would the cables running to the data panel be routed via cable trays?
    Answer: Contractor to install CAT cables back to owners' data panel routed via existing raceway, new tray only as required. Contractor to coordinate location with Owner

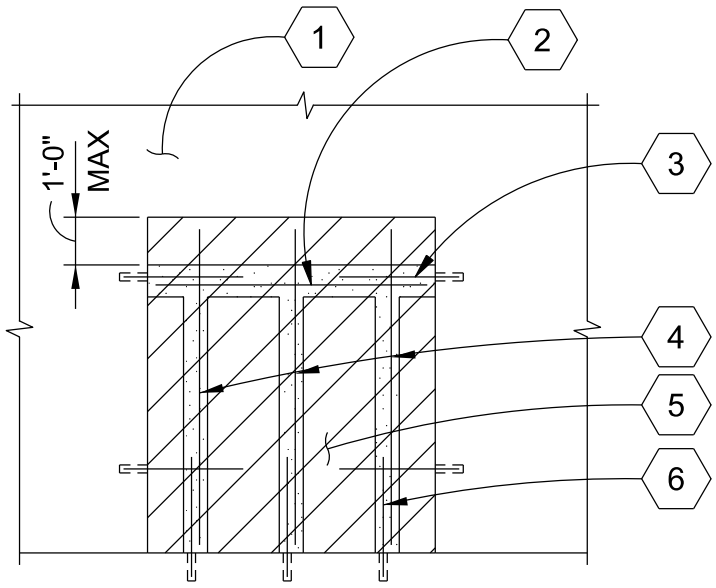
27. Is it ok to go over the tile floor with the new floor coating if the tile is secure?
    Answer: No, all old flooring is to be removed in accordance with the Drawings

28. Would a different brand of fluid applied flooring be acceptable for use? I have attached specs for Sherwin Williams Hybri-Flex for your consideration.
    Answer: Yes, an approved equal would be considered, and would be subject to submittal review and acceptance as an approved equal

29. What is the base bid?
    Answer: Base Bid is the Total Bid Price for Project (items 1-5) listed on Attachment "E".

All other Bidding/Contract Documents and Specifications remain unchanged.

Brian Dale, Procurement and Budget Manager
City of Cocoa



1. EXISTING MASONRY WALL.

2. 1 - #5 CONTINUOUS IN 8" DEEP GROUTED BOND BEAM.

3. #5 ADHESIVE ANCHORS x36" LONG AT 48" OC (MINIMUM TWO PER SIDE) INTO EXISTING GROUTED CELLS.

4. #5 VERTICALS AT 48" OC IN SOLID GROUTED CELLS (MINIMUM TWO PER WALL).

5. NEW MASONRY. MATCH EXISTING STACK BOND COURSING

6. #5 ADHESIVE ANCHORS x36" LONG TO LAP VERTICAL REINFORCING.

NOTE: IF CELLS ARE UNGROUTED, BREAK OUT MASONRY AND GROUT IN HOOKED #5 DOWELS IN LIEU OF ADHESIVE.

NEW MASONRY IN EXISTING MASONRY WALL OPENING

0420-032

ITB B-26-06-COC

DYAL WATER TREATMENT PLANT (WTP) OPERATIONS BUILDING REMODEL

TUESDAY, AUGUST 4, 2026 @ 3:00PM

MASTER TABULATION SHEET

VENDOR	LUMP SUM BID AMOUNT
MGM Contracting Inc.	$ 355,000.00
Anderson Place Construction LLC	$ 316,469.00
FSV Construction Company	$ 292,452.00
Arnco Construction Inc.	$ 315,985.69
APD Construction LLC	$ 315,136.36
Qualis General Contractors LLC	$ 244,391.00
ESB Light LLC dba Prime Work General	$ 331,400.80
Doug Wilson Enterprisers Inc	$ 302,001.00

Note: The Tabulation Sheet is used to document the screening of bid/proposal pricing, material and immaterial contents. Results of the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

RESPONSE COVER PAGE

COMPANY NAME	Qualis General Contractors LLC
ADDRESS	17803 Green Willow Dr. Tampa, FL 33647
PRIMARY CONTACT	Brycen Herman
TELEPHONE #	(813) 515-0824
EMAIL ADDRESS	bherman@qualisfl.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
✓	Attended Pre-Bid (if Mandatory)
✓	Cover Letter (if applicable)
✓	Attachment "A" Submittal Acknowledgement
✓	Attachment "B" Addendum Acknowledgement
✓	Attachment "C" Insurance Requirements
✓	Attachment "D" Bid Security Bond (if required)
✓	Attachment "E" Bid Price Schedule
✓	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
✓	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
-	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
✓	Attachment "R" Human Trafficking Affidavit
✓	Proof of Florida Registration (if required)
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance
✓	USB drive with electronic copy of submittal

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: Qualis General Contractors LLC **FEIN:** 83-3712329

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

[signature] 08/04/26

Authorized Signature **Date**

Brycen Herman Manager

Name **Title**

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Aug 4, 26 (date) by Brycen Herman (name of officer or agent, title of officer or agent) of Qualis General Contractors LLC (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 _____ (type of identification) as identification.

[signature]
[Notary Seal] Notary Public

Kellie Veilleux
Name typed, printed, or stamped
My Commission Expires: _____

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 7/27/26

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

	8/4/26
Authorized Signature	**Date**
Brycen Herman	Manager
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

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

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

AFFIANT SIGNATURE

Brycen Herman
Typed Name of AFFIANT

Manager
Title

The foregoing instrument was executed before me this 4 day of August, 2026, by Bryan Herman as Manager of Qualis General Contractors LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Kellie Veilleux
STATE OF Florida
MY COMMISSION EXPIRES: _____

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "D" Bid Security Bond - Used

BOND NO: BidBond74456

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Qualis General Contractors LLC

as Principal, and, Old Republic Surety Company as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa ITB B-26-06-COC titled Dyal Water Treatment Plant(WTP) Operations Building Remodel for a period of (90) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this 3rd day of August, 2026

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: Qualiis General Contractors LLC (Affix Contractor's Corporate Seal Above)

Mailing Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone Number: (813) 515-0824 Fax Number: N/A E-mail Address: Bherman@qualisfl.com

Authorized Signatory	Brycen E. Herman	Manager	8/3/2026
	Printed Name	Title	Date

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

STATE OF Florida

COUNTY OF Sarasota

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Mark Kowalski, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Old Republic Surety Company OF Old Republic ,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Wisconsin (THE "SURETY").

SAID Mark Kowalski FURTHER CERTIFIES THAT AS AGENT FOR THE SAID Old Republic Surety Company THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "E" BID PRICE SCHEDULE, ON BEHALF OF Qualis General Contractors LLC, TO THE CITY OF COCOA COVERING ITB B-26-06-COC titled Dyal Water Treatment Plant(WTP) Operations Building Project IN COCOA, FLORIDA.

NATHAN SCHUMER
Notary Public
State of Florida
Comm# HH728407
Expires 10/6/2029

NOTARY PUBLIC _____

STATE OF Florida

MY COMMISSION EXPIRES: 10/6/2029

Surety Name: Old Republic Surety Company (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
	Mark Kowalski		Mark Kowalski	W016305

Surety Mailing Address: 16600 W. Corporate Drive, Suite 170 Brookfield, WI 53045

Agent Mailing Address: 1990 Main Street, Suite 750 Sarasota, FL 34236

Telephone Number: (800)217-1792

Telephone Number: (941) 961-5948

Fax Number: N/A

Fax Number: N/A

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARK KOWALSKI of SARASOTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of October, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of October, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3106

SEAL

Signed and sealed at the City of Brookfield, WI this 3rd day of August, 2026.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

LINCOLN SURETY GROUP LLC

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of four separate project sums. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Construction remodel of a portion of the first floor of the Dyal WTP Operations Building as per plans and specifications:

Item	Item Description	Unit	Total Price
1	Mobilization/Demobilization - Includes permitting and permitting fees, temp utilities or field offices, implementation of required safety program, any required project photos, mobilization and demobilization of equipment, materials, and staff and any other like items Includes Profit	LS	$ 87,923.00
2	Demolition of portions of existing Instrument Repair/Office. Breakroom and Electrical Workshop	LS	$ 13,450.00
3	Renovations and refurbishment of the existing Instrument Repair/Office and Electrical Workshop	LS	$ 66,900.00
4	Remodel of existing breakroom to create two portioned offices, along with complete renovation and replacement of Kitchen	LS	$ 64,175.00
5	Renovation of the common corridor area adjoining the three rooms being renovated	LS	$ 11,943.00
	TOTAL BID PRICE FOR PROJECT (items 1-5)		$ 244,391.00

two hundred forty four thousand three hundred ninety one and 00/100 Dollars

(Grand Total Written in words)

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "F" Trench Safety Certification (if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	N/A				
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

Authorized Signature — **Date:** 8/4/26

Brycen Herman — **Name**

Manager — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

	8/4/26
Authorized Signature	**Date**
Brycen Herman	Manager
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Brycen Herman
Typed Name of AFFIANT

Manager
Title

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 4 day of August, 2026, by Bryan Herman as Manager of Qualis General Contractors LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Kellie Veilleux
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Qualis General Contractors LLC [Name of entity submitting sworn statement] whose business address is 17803 Green Willow Dr. Tampa, FL 33647 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-3712329 of the individual signing this sworn statement: Brycen Herman.

My name is Brycen Herman and my relationship to the above entity is Manager.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-26-06-COC for Dyal Water Treatment Plant (WTP) Operations Bid Remodel Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Brycen Herman
Typed Name of AUTHORIZED SIGNATORY

Manager
Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 4 day of August, 2026, by Brycen Herman as Manager of Qualis General Contractors LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date: 08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff as authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
x	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	17803 Green Willow Dr. Tampa, FL 33647				
Federal I.D Number	83-3712329				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

Authorized Signature — **Date** 8/4/26

Brycen Herman — **Name**

Manager — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Total Project Amount: $	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
85-3269247	Sun State Power, LLC. 13520 SE 36th Ave Summerfield, FL 34491	Electrical	$24,233.00
59-3664009	Interior Solutions of Orlando, Inc. 950 Charles St. Longwood, FL 32750	Millwork	$19,188.00
13-4369250	Abstract Builders, Inc. 2140 S. Riverside Dr. Ste 123 Edgewater, FL 32141	Drywall/framing	$20,600.00
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors, LLC.

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (863)514-7760 **Email:** bherman@qualisfl.com

Authorized Signature — **Date** 08/03/26

Brycen Herman — **Name**

President — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) completed projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: City of Largo Train Shed				
Type of Project/Service: Construction of warehouse				
Address: 323 Central Park Dr, Largo, FL 33771				
Contracting Agency/Client: City of Largo				
Contact Name and Phone #: Rafal Cieslak 727-587-6713				
Contact Email Address and Fax #: rcieslak@largo.com				
Contract Amount: $1,174,515.67	Start Date:	02/12/2025	End Date:	10/24/2025

Project #2:				
Project Name: City of Largo SW Aquatic Center				
Type of Project/Service: Interior renovation of bathhouse				
Address: 201 Highland Ave, Largo, FL 33770				
Contracting Agency/Client: City of Largo				
Contact Name and Phone #: Rafal Cieslak, 727-587-6713				
Contact Email Address and Fax #: rcieslak@largo.com				
Contract Amount: $616,222.16	Start Date:	12/04/2024	End Date:	07/15/2025

Project #3:				
Project Name: THEA Office Renovation				
Type of Project/Service: Interior renovation of office space				
Address: 1104 E. Twiggs St. Suite 300, Tampa, FL 33602				
Contracting Agency/Client: Tampa-Hillsborough Expressway Authority				
Contact Name and Phone #: Judith Villegas, 813-210-2246				
Contact Email Address and Fax #: judith.villegas@tampa-xway.com				
Contract Amount: $229,918.97	Start Date:	10/14/2024	End Date:	2/25/2025

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Project #4:				
Project Name: Interlachen Fire Station				
Type of Project/Service: Interior reconfiguration and renovation of 1,984 sqft living quarters. Built new 2,500 sqft addition for fire trucks and equipment				
Address: 170 S CR 315, Interlachen, FL 32148				
Contracting Agency/Client: City of Interlachen				
Contact Name and Phone #: Joe Kuehmeier, 386-325-0213				
Contact Email Address and Fax #: joe.crgarchitects@comcast.net				
Contract Amount: $999,053.58	Start Date:	01/13/2024	End Date:	08/15/2024

Project #5:				
Project Name: Dunedin Community Sailing Center PRAM				
Type of Project/Service: Demolished existing building and constructed new 1,200 sqft sailing center				
Address: 48 Marina Plaza, Dunedun, FL 34698				
Contracting Agency/Client: City of Dunedin				
Contact Name and Phone #: Laurie Ferguson, 727-641-8294 Bruce Wirth, 727-298-3208				
Contact Email Address and Fax #: LFerguson@Dunedinfl.net, BWirth@Dunedinfl.net				
Contract Amount: $562,265.00	Start Date:	05/12/2023	End Date:	10/09/2023

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

	8/4/25
Authorized Signature	**Date**
Brycen Herman	Manager
Name	**Title**

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 4 day of August, 20 26, by Bryan Herman as Manager of Qualis General Contractors LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

Kellie Veilleux
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: Qualis General Contractors LLC

Address: 17803 Green Willow Dr. Tampa, FL 33647

Telephone: (813) 515-0824 **Email:** bherman@qualisfl.com

	8/4/26
Authorized Signature	**Date**
Brycen Herman	Manager
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-06-COC**
	INVITATION TO BID (ITB)	**Due Date:** **08/04/2026**

TITLE: Dyal Water Treatment Plant (WTP) Operations Building Remodel

Attachment "P" Verify Contractor Affidavit

I hereby certify that Qualis General Contractors LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Qualis General Contractors LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Brycen Herman
Date: 8/4/26

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/4/26 (date) by Bryan Herman (name of officer or agent, title of officer or agent) of Qualis General Contractors LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Kellie Veilleux
Name typed, printed, or stamped
My Commission Expires: _____

Notary Public State of Florida
Kellie Veilleux
My Commission HH 439788
Expires 9/4/2027

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☛Failure to submit this form may be grounds for disqualification of your submittal☚

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as Manager (Role) of Qualis General Contractors LLC (Company).
3. Qualis General Contractors LLC (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Brycen Herman, Manager (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.

Qualis General Contractors LLC
NAME OF BUSINESS ENTITY

SIGNATURE

Brycen Herman, Manager
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

Electronic Articles of Organization For Florida Limited Liability Company

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

Article I

The name of the Limited Liability Company is:

QUALIS GENERAL CONTRACTORS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

The mailing address of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article III

The name and Florida street address of the registered agent is:

BRYCEN HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BRYCEN HERMAN

Article IV

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

The name and address of person(s) authorized to manage LLC:

Title: MGR
BRYCEN E HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article V

The effective date for this Limited Liability Company shall be:

12/17/2018

Signature of member or an authorized representative

Electronic Signature: BRYCEN HERMAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HERMAN, BRYCEN EVERETT

QUALIS GENERAL CONTRACTORS LLC
17803 GREEN WILLOW DR.
TAMPA FL 33647

LICENSE NUMBER: CGC1527818

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/24/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Qualis General Contractors, LLC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

17803 Green Willow Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33647

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	3	7	1	2	3	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 01/02/2026

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2026

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 Risk Transfer Insurance Agency, LLC 200 S. Orange Ste. 750 Orlando, FL 32801	CONTACT NAME: Admin - 1 (800) 718-7552 Ext.4550 PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certs@peopaygo.com
INSURED OCMI III, Inc dba PEOPayGo 225 E Dania Beach Blvd, Suite 120 Dania Beach, FL 33004 United States	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Prescient National Insurance Company {12773} INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 9JW75KKS **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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		RWC016000001126747	01/01/2026	01/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

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

The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Qualis General Contractors, LLC (added 4/14/2022)(termed 9/18/2022)(reinstated 11/01/2022)

CERTIFICATE HOLDER

Qualis General Contractors, LLC.
17803 Green Willow Dr.
Tampa, FL 33647

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2026

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

Affordable Contractors Insurance, LLC
8501 N Scottsdale Rd Suite 270
Paradise Valley AZ 85253

CONTACT NAME: Sean O'Keefe
PHONE (A/C, No, Ext): (888) 652-4513 FAX (A/C, No): (888) 274-7438
E-MAIL ADDRESS: info@acisaves.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RICHMOND NATIONAL INS CO	17103
INSURER B: CERTAIN UNDERWRITERS AT LLOYS^D, LONDO	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Qualis General Contractors, LLC
17803 Green Willow Drive
Tampa FL 33647

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	RN-7-0520994	06/20/2026	06/20/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	RN-7-0512062-01	06/20/2026	06/20/2027	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability			CPPL0120181	03/20/2026	03/20/2027	AGGREGATE	$1,000,000
							EACH INCIDENT	$1,000,000
							DEDUCTIBLE	DEDUCTIBLE

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE 03/20/2026

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
Amistad Insurance LLC (Ruskin)
3307 CLARK RD STE 204
SARASOTA, FL 34231-8419

CONTACT NAME:
PHONE (A/C, No, Ext): 800-722-3391 **FAX (A/C, No):**
EMAIL ADDRESS: Commercial.vehicle@kemper.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Infinity Assurance Insurance Company	39497
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
QUALIS GENERAL CONTRACTORS LLC
17803 Green Willow Dr
Tampa, FL 33647

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☐	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☐	☐				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
X	AUTOMOBILE LIABILITY AUTOMOBILE X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	☐	50031709301	03/20/2026	03/20/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 10,000 $ 20,000 $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Project Number:

Vehicle:

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Qualis General Contractors, LLC. (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11.When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer Agent Employer Qualis General Contractors, LLC.	
Name (Please Type or Print) Brycen Herman	Title
Signature Electronically Signed	Date 03/31/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/31/2022

Company ID Number: 1816554

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Qualis General Contractors, LLC.
Company Facility Address	3780 pinebrook circle Unit 104 Bradenton, FL 34209
Company Alternate Address	
County or Parish	MANATEE
Employer Identification Number	833712329
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1816554

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1816554

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brycen E Herman
Phone Number	(863) 514 - 7760 ext. 0
Fax Number	
Email Address	Bherman@qualisfl.com

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 27, 2026
Agenda Date:	October 13, 2026
File ID:	2026-770
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve Task Order No. 2027-68 to Jacobs Engineering Inc. for Services During Construction for the Dyal WTP Operations Building Remodel Project (WS24OB) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $93,167

BACKGROUND:

The City of Cocoa Dyal Water Treatment Plant's main Operations Building was originally built in the 1970s with upgrades that have occurred throughout its history. This project is for the remodel of the Operations Building first floor and generally includes modifying the existing instrument repair office, break room, and electricians' workshop. This project will maximize the space to meet functional needs of various City staff and consists of the following:

1. Demolition of portions of the existing Instrument Repair Office, Breakroom, and Electrical Workshop
2. Renovations and refurbishment of the existing Instrument Repair Office and Electrical Workshop
3. Remodel of the existing breakroom to create two partitioned offices, along with complete renovation and replacement of the kitchen cabinetry and appliances
4. Renovation of the common corridor area adjoining the three rooms being renovated

With the design phase successfully completed, the project is now transitioning into the construction phase. As the **Engineer of Record**, Jacobs possesses the specific technical knowledge required to ensure the construction contractor adheres strictly to the design intent and environmental standards. Consequently, Task Order 2026-60 has been negotiated in the amount of $93,167 under the City's **Continuing Engineering Services Agreement (RFQ-20-03-COC)**to provide "Services During Construction" (SDC). These services include essential oversight such as submittal reviews, technical Requests for Information (RFI) processing, and final certification of the work.

Utilizing the original design firm for construction-phase services provides the City with single-point accountability and ensures that the Contractor completes the project to the highest standards. Staff recommends approval of this Task Order 2027-68.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
Budgeted? No. Capital funding to be rolled forward from Fiscal Year 2026.
If not budgeted, is amendment / transfer attached? No. . BAF 2027-004-A-UT budgeting the costs below is attached to Agenda 2026-769 October 13, 2026, which is an agenda item for approval of the construction costs fo this project.

Source/Use of Funds
Account Number: 424-4020-536.62-00 Project # WS24OB

Project Component	Expenditure Amount
Construction Contract (Qualis General Contractors)	$244,391.00
Construction Contingency (10%)	$24,440.00
CEI Services (Separate Agenda Item)	$93,167.00
Unallocated Project Balance	$39,316.00
Total FY27 Rolled Budget (BAF 2027-004-A-UT)	**$401,314.00**

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve Task Order No. 2027-68 to Jacobs Engineering Inc. for Services During Construction for the Dyal WTP Operations Building Remodel Project (WS24OB) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $93,167

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for the Water System	2027-68
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/19/26 City Bid Number: RFQ-20-03-COC AMOUNT: $ 93,167.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 424/4020

Project Name: Dyal Ops Building Remodel Project Number: WS24OB

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Jacobs will provide engineering services to support the City during the construction phase of the Dyal Operations Building Remodel project to include construction site visits, submittal reviews, RFI and change order reviews, and punchlist and final inspection assistance.

This will go to Council with the award of construction contractor. Anticipated in September 2026.

Design is Construction Related: ☑ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value: $ 350,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

James Mitchell Digitally signed by James Mitchell DN: cn=James Mitchell, ou=Dyal Water Plant, email=jmitchell@cocoafl.gov Date: 2026.08.19 13:51:20 -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 13:25:05 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2027-68

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: 2026.08.28 15:58:04 -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 2027-68

Dyal WTP Operations Building Remodel – Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services during construction of the Dyal WTP Operations Building Remodel project. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Task 1 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Dyal Operations Building Remodel project as described in the subtasks below. Level of effort estimates for this task assume a 6-month construction project (including pre-construction activities), with 12 weeks of onsite construction activities.

Task 1.1 – Coordination Support Services / Meetings

Jacobs will provide general coordination and support services as needed during the construction project. Such services will be provided on an as needed basis and may include the following activities:

- Prepare and provide conformed for construction project documents.
- Attend and conduct preconstruction meeting or other progress meetings for the duration of the project. It is assumed there will be a total of 7, one-hour meetings for the duration of the contract
- Preparation of meeting agendas and meeting summaries
- Review the contractor's applications for payment and compare them with the actual progress of work.
- Site visits during onside construction activities to document construction progress. It is anticipated that there will be a total of 12 visits. Each site visit and progress documentation will take 4 hours.

Task 1.1 Deliverables

- Conformed documents
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 1.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be 30 submittals and 30 resubmittals for a total of 60 submittal reviews.

Task 1.2 Deliverables

- Submittal review responses

Task 1.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 5 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 3 Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 1.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 1.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 1.4 Deliverables

- Punchlist and Final approval
- Submittal and RFI Log
- Record drawings.
- Copies of approved shop drawings and all RFIs

Task 2 – Permitting Services

Jacobs will support the contractor in obtaining the Orange County Building Department permit, by supplying conformed documents and answering a maximum of three RFIs from the building department. If necessary, drawing revisions will be made to address Building Department review comments.

Task 2 Deliverables

Signed and sealed plans for Contractor's use in obtaining building permit.

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' s staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction

Contract Documents and any health or safety precautions required by such construction work.

5. Jacobs is not responsible for payment of any permit fees. All permit fees will be paid by the City or Contractor.
6. No materials testing or subconsultant services are provided in this Task Order.
7. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
8. Record drawings 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. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
9. All deliverables will be provided as electronic files in .pdf format.

Schedule

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor and Jacobs and assumes a 6-month construction project (including pre-construction activities), with 16 weeks of onsite construction activities. Record drawings will be submitted to the City within 4 weeks of receipt of properly documented drawing markups from the Contractor.

Compensation

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

Task	Hours	Fee
Task 1 – Services During Construction	460	$81,537
Task 2 – Permitting Services	56	$10,630
Expenses & Subconsultants	N/A	$1,000
Totals:	**516**	**$93,167**

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

Acceptance

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

Approved for City of Cocoa	**Accepted for Jacobs Engineering Group Inc.**
By:	**By:** 
	Francois Didier Menard
Title:	**Title:** Vice President
Date:	**Date:** 8/17/2026

City of Cocoa Task Order 2026-XX

Operations Building Remodel- Services During Construction

Labor Hour Breakdown

		Roberto Santiago	Wayne Alleyne	Theo Twist	Amy Pastrana	Adam Dolsak	Sky Slayton	Brandon Russakis	Jhon Lopez	Mike Tolbert	Donna Henley					
		Project Manager	Construction Manager/Inspector	Senior Electrical Engineer	Electrical Technician	Architect	Architect Technician	HVAC Engineer	HVAC Technician	Lead Technician	Construction Services Coordinator					
		Engineer 6 $218.00	Engineer 5 $199.00	Engineer 5 $199.00	Technician 3 $120.00	Engineer 7 $235.00	Engineer 2 $120.00	Engineer 5 $199.00	Technician 2 $110.00	Engineer 5 $199.00	Technician 3 $120.00		Labor Hours	Labor Fee	Expenses	Total Fee
Task 1 - Services During Construction																
Task 1.1	Coordination Support Services / Meetings	26	48	11	4	11	4	10	4	4			122	$24,180	$1,000	$25,180
Task 1.2	Submittal Review	25		44		32		24			132		257	$42,342	$0	$42,342
Task 1.3	Contractor Clarifications and Changes	10		10		15					10		45	$8,895	$0	$8,895
Task 1.4	Project Closeout and Record Drawings	4		4	8	4	8			8			36	$6,120	$0	$6,120
												Task Subtotals:	**460**	**$81,537**	**$1,000**	**$82,537**
Task 2 - Permitting Services																
Task 2	Permitting Services	6		10	4	10	4	10	4	8			56	$10,630	$0	$10,630
												Task Subtotals:	**56**	**$10,630**	**$0**	**$10,630**

Total Labor Hours:	**516**
Total Labor Fee:	**$92,167**
Total Expenses:	**$1,000**
Total Fee:	**$93,167**

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)
FRANCOIS MENARD 10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CITY COUNCIL AGENDA ITEM

Memo Date:	September 17, 2026
Agenda Date:	October 13, 2026
File ID:	2026-831
Prepared By:	Melinda Keesee, Field Operations Technician
Through:	Donnie Howard, Asst. WFO Manager John Walsh, Utilities Director
Requested Action:	Approve and authorize the purchase of Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers from Insituform Technologies, LLC in the amount of $479,868.77 for FY27, piggybacking on Clay County Utility Authority Contract No. 18/19-A7 (effective through June 18, 2028).

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

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

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The thirteenth phase is scheduled to be completed in FY2027.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for cured in Place Pipe (CIPP) rehabilitation services and sanitary sewer mid-term cleaning & CCTV inspections of main line sewers utilizing the Clay County Utility Authority Contract No. 18/19-A7 effective June 18, 2022 through June 18, 2024. City Council authorized the City

Manager to execute any annual renewal amendments under the original contract. The City Manager executed the second annual renewal amendment under the original contract on June 30, 2026, extending it through June 18, 2028.

At this time, staff is requesting approval of the Insituform Technologies proposal utilizing the previously approved Clay County Utility Authority Contract No. 18/19-A7 to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $479,868.77 in FY2027.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A

Amount Requested: $479,868.77
Account Number: 424-4125-536.63-00
Project Number: WS0904
Account Name: Infrastructure

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

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP)

Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

November 14, 2023, City Council approved the Insituform Technologies, LLC proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

On January 13, 2026, City Council approved the Insituform Technologies, LLC proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 19, 2024 through June 18, 2026.

RECOMMENDED MOTION:

Approve and authorize the purchase of Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers from Insituform Technologies, LLC in the amount of $479,868.77 for FY27, piggybacking on Clay County Utility Authority Contract No. 18/19-A7 (effective through

June 18, 2028).

Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Commercial Manager

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

8-7-26

Donnie Howard
City of Cocoa
351 Shearer Blvd
Cocoa, Fl 32922

Re: City of Cocoa FY2027 CIPP Sewer Lining

Donnie,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa,** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off piggybacking the Clay County Utility Authority (CCUA) Contract No. 18/19-A7 Part C (CIPP) Continuing Services Contract

PROPOSAL PRICING

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
A.1.c	Light Cleaning 8" diameter	LF	$2.25	8,332	$18,747.00
A.1.d	Light Cleaning 10" diameter	LF	$2.25	1,221	$2,747.25
A.2.c	Tuberculation Cleaning 8" diameter	LF	$21.75	129	$2,805.75
A.3.c	Root Removal 8" diameter	LF	$9.75	500	$4,875.00
A.4.b	TV Pipe Inspection 8" diameter	LF	$1.25	8,332	$10,415.00
A.4.c	TV Pipe Inspection 10" diameter	LF	$1.25	1,221	$1,526.25
B.1.b.1	Sanitary Sewer Lining 8" x 6.0 mm	LF	$37.00	8,332	$308,284.00
B.1.c.1	Sanitary Sewer Lining 10" x 6.0 mm	LF	$47.50	1,221	$57,997.50
B.3.e	Lateral Cutout & Polish	EA	$200.00	131	$26,200.00
C.a	Traffic Control-MOT Index 601 or 602 (per day)	LS	$439.00	5	$2,195.00
C.b	Traffic Control-MOT Index 603 (per day)	LS	$1,575.00	5	$7,875.00
C.c	Traffic Control-MOT Index 601 or 602 (per week)	LS	$2,200.00	3	$6,600.00
D.a	Emergency Response Mobilization	EA	$5,450.00	4	$21,800.00
E.a	Performance and Payment Bond – 1.5%	LS	$7,801.02	1	$7,801.02
				TOTAL	**$479,868.77**

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

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

ASSUMPTIONS AND QUALIFICATIONS

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

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

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

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.

12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Removal and disposal of any hazardous or toxic materials encountered during the Project.
16. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
17. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
18. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
19. State and local sales and/or use taxes.
20. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utility Authority (CCUA) Contract No. 18/19-A7 Part C Cured-In-Place Pipe (CIPP) Unit Price Construction.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

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

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Commercial Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

EXHIBIT A

ITEM NO.	DESCRIPTION	UNIT	2024-2026 Unit Price	2026-2028 Unit Price	2026 - 2028 % of Increase
A.	**Sanitary Sewer Line Cleaning and Inspection**				
1	Light Cleaning (<1/4 diameter)				
a	4" Diameter	LF	$ 2.51	$ 2.75	8.73%
b	6" Diameter	LF	$ 2.51	$ 2.75	8.73%
c	8" Diameter	LF	$ 2.11	$ 2.25	6.22%
d	10" Diameter	LF	$ 2.11	$ 2.25	6.22%
e	12" Diameter	LF	$ 2.62	$ 2.75	4.73%
f	14" Diameter	LF	$ 3.92	$ 4.25	7.76%
g	18" Diameter	LF	$ 6.54	$ 7.00	6.57%
h	20" Diameter	LF	$ 6.54	$ 7.00	6.57%
i	24" Diameter	LF	$ 9.05	$ 9.75	7.18%
2	Tuberculation Cleaning			$ -	
a	4" Diameter	LF	$ 22.30	$ 24.25	8.04%
b	6" Diameter	LF	$ 22.30	$ 24.25	8.04%
c	8" Diameter	LF	$ 20.10	$ 21.75	7.59%
d	10" Diameter	LF	$ 27.90	$ 30.50	8.52%
e	12" Diameter	LF	$ 27.90	$ 30.50	8.52%
r	14" Diameter	LF	$ 27.90	$ 30.50	8.52%
g	18" Diameter	LF	$ 27.90	$ 30.50	8.52%
h	20" Diameter	LF	$ 33.50	$ 36.50	8.22%
i	24" Diameter	LF	$ 33.50	$ 36.50	8.22%
3	Root Removal			$ -	
a	4" Diameter	LF	S 8.90	$ 9.75	8.72%
b	6" Diameter	LF	S 8.90	$ 9.75	8.72%
c	8" Diameter	LF	S 8.90	$ 9.75	8.72%
d	10" Diameter	LF	S 11.20	$ 12.25	8.57%
e	12" Diameter	LF	$ 11.20	$ 12.25	8.57%
f	14" Diameter	LF	S 13.40	$ 14.50	7.59%
g	18" Diameter	LF	$ 17.90	$ 19.50	8.21%
h	20" Diameter	LF	$ 20.10	$ 21.75	7.59%
i	24" Diameter	LF	$ 20.10	$ 21.75	7.59%
4	CCTV Pipe Inspection			$ -	
a	6" Diameter	LF	$ 1.00	$ 1.25	20.00%
b	8" Diameter	LF	$ 1.00	$ 1.25	20.00%
c	10" Diameter	LF	$ 1.00	$ 1.25	20.00%
d	12" Diameter	LF	$ 2.11	$ 2.25	6.22%
e	14" Diameter	LF	$ 2.11	$ 2.25	6.22%
f	18" Diameter	LF	$ 2.11	$ 2.25	6.22%
g	20" Diameter	LF	$ 2.11	$ 2.25	6.22%
h	24" Diameter	LF	$ 3.00	$ 3.25	7.69%
5	Clean and TV Inspection - Sewer Lateral			$ -	
a	Lateral Inspection 0[1] to 40'	EA	$ 545.00	$ 575.00	5.22%
b	Additional Lateral Inspection >40'	LF	$ 13.40	$ 14.50	7.59%
B.	**Sanitary Sewer Rehabilitation**			$ -	

EXHIBITA

ITEM NO.	DESCRIPTION	UNIT	2024-2026 Unit Price	2026-2028 Unit Price	2026 - 2028 % of Increase
1.	**CIPP lining**			$ -	
a	6" Diameter			$ -	
1	4.5mm nominal thickness (.177)	LF	$ 39.45	$ 43.00	8.26%
b	8" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 34.50	$ 37.00	6.76%
2	7.5 mm nominal thickness (.295)	LF	$ 37.15	$ 40.00	7.13%
3	9.0 mm nominal thickness (.354)	LF	$ 38.87	$ 42.00	7.45%
c	10" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 43.82	$ 47.50	7.75%
2	7.5 mm nominal thickness (.295)	LF	$ 46.81	$ 50.75	7.76%
3	9.0 mm nominal thickness (.354)	LF	$ 48.53	$ 52.75	8.00%
d	12" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 56.24	$ 61.00	7.80%
2	7.5 mm nominal thickness (.295)	LF	$ 60.61	$ 65.75	7.82%
3	9.0 mm nominal thickness (.354)	LF	$ 62.79	$ 68.25	8.00%
e	14" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 70.38	$ 75.00	6.16%
2	7.5 mm nominal thickness (.295)	LF	$ 75.21	$ 81.00	7.15%
3	9.0 mm nominal thickness (.354)	LF	$ 78.09	$ 85.00	8.13%
f	18" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 84.87	$ 91.50	7.25%
2	7.5 mm nominal thickness (.295)	LF	$ 91.43	$ 98.50	7.18%
3	9.0 mm nominal thickness (.354)	LF	$ 100.17	$ 108.00	7.25%
4	10.5 mm nominal thickness (.413)	LF	$ 110.98	$ 119.50	7.13%
g	20" Diameter		$ -	$ -	
1	6.0 mm nominal thickness (.236)	LF	$ 85.10	$ 92.00	7.50%
2	7.5 mm nominal thickness (.295)	LF	$ 93.15	$ 101.00	7.77%
3	9.0 mm nominal thickness (.354)	LF	$ 101.78	$ 110.00	7.47%
4	10.5 mm nominal thickness (.413)	LF	$ 119.26	$ 129.00	7.55%
5	12.0 mm nominal thickness (.472)	LF	$ 140.88	$ 152.00	7.32%
h	24" Diameter		$ -	$ -	
1	9.0 mm nominal thickness (.354)	LF	$ 136.74	$ 150.00	8.84%
2	10.5 mm nominal thickness (.413)	LF	$ 147.55	$ 160.00	7.78%
3	12.0 mm nominal thickness (.472)	LF	$ 162.84	$ 175.00	6.95%
4	13.5 mm nominal thickness (.531)	LF	$ 186.88	$ 203.00	7.94%
5	15.0 mm nominal thickness (.591)	LF	$ 215.28	$ 235.00	8.39%
2.	**Sectional CIPP lining**			$ -	
a	6" Diameter			$ -	
1	3' in length	EA	S 2,233.80	$ 2,450.00	8.82%
2	4' in length	EA	$ 2,457.20	$ 2,650.00	7.28%
3	6' in length	EA	$ 2,568.90	$ 2,775.00	7.43%
4	8' in length	EA	$ 2,680.60	$ 2,875.00	6.76%
b	8" Diameter			$ -	
1	3' in length	EA	$ 2,345.50	$ 2,525.00	7.11%

ITEM NO.	DESCRIPTION	UNIT	2024-2026 Unit Price	2026-2028 Unit Price	2026 - 2028 % of Increase
2	4' in length	EA	$ 2,457.20	$ 2,650.00	7.28%
3	6' in length	EA	$ 2,568.90	$ 2,775.00	7.43%
4	8' in length	EA	$ 2,680.60	S 2,900.00	7.57%
c	10" Diameter			$ -	
1	3' in length	EA	$ 2,568.90	$ 2,800.00	8.25%
2	4' in length	EA	$ 2,680.60	$ 2,900.00	7.57%
3	6' in length	EA	$ 2,904.00	$ 3,150.00	7.81%
4	8' in length	EA	$ 3,015.70	$ 3,250.00	7.21%
d	12" Diameter			S -	
1	3' in length	EA	$ 2,792.30	$ 3,025.00	7.69%
2	4' in length	EA	$ 2,904.00	$ 3,150.00	7.81%
3	6' in length	EA	$ 3,015.70	$ 3,250.00	7.21%
4	8' in length	EA	$ 3,127.40	$ 3,400.00	8.02%
e	14" diameter			$ -	
1	3' in length	EA	$ 2,792.30	S 3,025.00	7.69%
2	4' in length	EA	$ 2,904.00	$ 3,150.00	7.81%
3	6' in length	EA	$ 3,015.70	$ 3,275.00	7.92%
4	8' in length	EA	$ 3,127.40	$ 3,400.00	8.02%
f	18" diameter			$ -	
1	3' in length	EA	$ 3,015.70	S 3,250.00	7.21%
2	4' in length	EA	$ 3,127.40	$ 3,375.00	7.34%
3	6' in length	EA	$ 3,239.00	$ 3,500.00	7.46%
4	8' in length	EA	$ 3,462.40	$ 3,775.00	8.28%
g	20" diameter			S -	
1	3' in length	EA	$ 3,127.40	$ 3,375.00	7.34%
2	4' in length	EA	$ 3,239.00	$ 3,500.00	7.46%
3	6' in length	EA	$ 3,350.70	$ 3,625.00	7.57%
4	8' in length	EA	$ 3,462.40	$ 3,750.00	7.67%
h	24" diameter			S -	
1	3' in length	EA	$ 4,356.00	$ 4,700.00	7.32%
2	4' in length	EA	$ 4,467.70	$ 4,825.00	7.41%
3	6' in length	EA	$ 4,579.30	S 4,975.00	7.95%
4	8' in length	EA	$ 4,691.00	$ 5,100.00	8.02%
3	**Lateral CIPP Lining**			s -	
a	Top hat - up to 36 inches			$ -	
1	4" lateral connection	EA	$ 4,229.00	S 4,575.00	7.56%
2	6" lateral connection	EA	$ 4,229.00	S 4,625.00	8.56%
3	8" lateral connection	EA	$ 3,026.80	$ 3,300.00	8.28%
b	**Full wrap - up to 36"**			$ -	
1	4" lateral connection	EA	$ 4,229.00	S 4,575.00	7.56%
2	6" lateral connection	EA	$ 4,229.00	$ 4,575.00	7.56%
3	8" lateral connection	EA	$ 3,026.80	$ 3,275.00	7.58%
c	Lateral lining 0 to 40'	EA	$ 1,904.30	S 2,075.00	8.23%
d	Additional lateral lining >40'	LF	$ 102.80	$ 110.00	6.55%

EXHIBIT A

ITEM NO.	DESCRIPTION	UNIT	2024-2026 Unit Price	2026-2028 Unit Price	2026 - 2028 % of Increase
e	Lateral cutout & polish	EA	$ 191.41	$ 200.00	4.30%
f	Lateral grout	EA	$ 444.44	$ 500.00	11.11%
4	**Cleanout Installation**			$ -	
a	4" cleanout	EA	$ 1,675.40	$ 1,825.00	8.20%
b	6" cleanout	EA	$ 1,787.10	$ 1,950.00	8.35%
c	8" cleanout	EA	$ 1,898.80	$ 2,050.00	7.38%
5	**Site Restoration**			$ -	
a	Concrete	SF	$ 27.90	$ 30.25	7.77%
b	Paver removal and replacement	SF	$ 55.80	$ 60.25	7.39%
c	Sodding	SF	$ 4.50	$ 4.75	5.26%
d	Seeding and Mulching	SF	$ 3.40	$ 3.75	9.33%
6	Dewatering	LF	$ 22.30	$ 24.25	8.04%
7	Erosion and Sediment Control	LF	$ 2.20	$ 2.25	2.22%
8	Tanker Trucks for Bypass (daily rate for 8 hours)	EA	$ 3,900.00	$ 4,225.00	7.69%
C	**Maintenance of Traffic**			$ -	
a	Traffic Control - MOT Index 601 or 602 (per day)	LS	$ 405.60	$ 439.00	7.61%
b	Traffic Control - MOT Index 603 or higher (per day)	LS	$ 1,452.00	$ 1,575.00	7.81%
c	Traffic Control - MOT Index 601 or 602 (per week)	LS	$ 2,027.20	$ 2,200.00	7.85%
d	Traffic Control - MOT Index 603 or higher (per week)	LS	$ 7,259.90	$ 7,875.00	7.81%
D	**Administration**			$ -	
a	Emergency Response Mobilization (/Work Order)	EA	$ 5,029.00	$ 5,450.00	7.72%
b	Construction Video and Photographs (per Work Order)	EA	$ 1,116.90	$ 1,225.00	8.82%
E	**Bond**				
a	Contract Performance and Payment Bond Cost Not to Exceed 2%	%	1.50%	1.50%	
	TOTAL		$ 154,683.26	$ 167,590.75	7.70%

FOURTH RENEWAL OF CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
INSITUFORM TECHNOLOGIES, LLC.

THIS RENEWAL to the **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C-CIPP SANITARY SEWER LINING SYSTEM CONTRACT**, is made and entered into this 3rd day of June, 2026, by and between the **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **INSITUFORM TECHNOLOGIES, LLC.** (the "Contractor"), a Missouri Company whose primary business address is 17988 Edison Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H

WHEREAS, CCUA and **INSITUFORM TECHNOLOGIES, LLC.** entered into that certain **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT** as of June 18, 2019 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement, First, Second and Third Renewals by entering into this Fourth Renewal as set forth herein;

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

1. **DESCRIPTION OF CHANGES**

   a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement, First, Second, and Third Renewals.

   b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.

   c. The term of the Original Agreement shall be extended to June 18, 2028. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either the Authority or the Contractor upon submittal of sixty (60) days' notice of such intent to cancel.

   d. The rates in the Original Agreement, First, Second, and Third Renewals are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2026.

2. MISCELLANEOUS

a. This Fourth Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

b. This Fourth Renewal, when executed by the Parties, shall be effective as of the date stated above. This Fourth Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Fourth Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.

c. This Fourth Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.

d. Except as amended and/or modified by this Fourth Renewal, the Original Agreement and First Three Renewals are hereby ratified and confirmed and all other terms of the Original Agreement and First Three Renewals remain in full force and effect, unaltered, and unchanged by this Fourth Renewal. Whether or not specifically amended by this Fourth Renewal, all of the terms and provisions of the Original Agreement and First Three Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Fourth Renewal, effective as of the date indicated above.

INSITUFORM TECHNOLOGIES, LLC.:

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

CLAY COUNTY UTILITY AUTHORITY:

By: _____

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: _____

Printed Name: Darrin G. Parker

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Insituform Technologies, LLC.
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Insituform Technologies, LLC
Piggyback Agreement No. 18/19-A7
Sanitary Sewer, Wetwell and Manhole Rehabilitation Services

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 18, 2026, by and between Clay County Utility Authority and Insituform Technologies, LLC. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Sanitary Sewer, Wetwell and Manhole Rehabilitation Service as agreed upon under Piggyback Agreement 18/19-A7, made effective February 14, 2023, by and between the City of Cocoa and Insituform Technologies, LLC. This renewal shall correspond with the renewal issued by Clay County Utility Authority and expire on June 18, 2028.

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.

Insituform Technologies, LLC	**CITY OF COCOA**
By: Diane Partridge	**By:** Stockton Whitten
(Print Name)	(Print Name)
Contracting and Attesting Officer	**City Manager**
(Title)	(Title)
Diane Partridge June 22, 2026	6/30/2026
Signature / Date	Signature / Date

INSITUFORM TECHNOLOGIES, LLC LIMITED LIABILITY SEAL DELAWARE

City of Cocoa SEAL FLORIDA

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Donnie Howard, Field Operations Manager

Attested By: City Clerk

CERTIFICATE OF LIABILITY INSURANCE

7/1/2027

DATE (MM/DD/YYYY) 6/30/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1347989 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AXIS Surplus Insurance Company — 26620 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** Indemnity Insurance Co of North America — 43575 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 11807396 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	N	SP007601-01-2026	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
A	[ ] CLAIMS-MADE [X] OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Independt Contractor						MED EXP (Any one person)	$ 25,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
B	**AUTOMOBILE LIABILITY**	N	N	ISA H26038881	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		N	WLR C72812451 (AOS)	7/1/2026	7/1/2027	X PER STATUTE [ ] OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A		WLR C7281244A (OR)	7/1/2026	7/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
C	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC72812463 (WI)	7/1/2026	7/1/2027	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: SEWER REHABILITATION SERVICES AGREEMENT. CITY OF COCOA IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER

11807396
CITY OF COCOA
65 STONE STREET
COCOA FL 32922

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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CITY OF COCOA
65 STONE STREET
COCOA FL 32922

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 11807396**

- Email: *stl-edelivery@lockton.com*
- Phone: *(866) 728-5657 (toll-free)*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Clay County Utility Authority - Florida, said contract being identified as: Sewer, Wetwell and Manhole Rehabilitation Services, Contract No. 18/19-A7. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sewer, Wetwell and Manhole Rehabilitation Services, (see Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

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 Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/18/2024, should Clay County Utility Authority and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

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, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. 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.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. 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.

e. 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.

f. 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.

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this 14th day of February, 2023

Diane Partridge
Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

February 8, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: Michael C. Blake

Date: 02/14/2023

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

CITY CORPORATE SEAL FLORIDA

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and Insituform Technologies, LLC (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A7
Part C - CIPP Sanitary Sewer Lining System
The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

   a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications as listed in the Table of Contents of the Project Manual.

7. Addenda (numbers 1 to 2, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018

Charles R. Gordon
President

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Tom Morris, Executive Director

Attest: _____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: _____
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: _____
Janet Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306
(Where applicable)
Agent for service of process:
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

SPECIFICATIONS AND CONTRACT DOCUMENTS

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

CLAY COUNTY UTILITY AUTHORITY
MIDDLEBURG, FLORIDA

CCUA BID NO. 18/19-A7

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999

April 2019

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CLAY COUNTY UTILITY AUTHORITY

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA Bid No. 18/19-A7

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

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00200 Instructions to Bidders
00300 Bid Form
00400 Bid Bond
00420 Public Entity Crimes Form
00425 W-9 Federal ID Number Form
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REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., (local time), May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA BID NO. 18/19-A7

The Selected Contractor shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following:

- This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the Bidder with the highest ranking based on the items of consideration in Article 19 of Section 00200 Instructions to Bidders.

All materials, methods of construction, and standards must be in accordance with the AUTHORITY's approved material manual, specs, and details.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, whose bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids are due at 2:00 p.m., local time, May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, and will be opened as soon thereafter as possible in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids <u>will not</u> be valid unless received in triplicate by the Bid deadline and in a sealed envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. *18/19-A7*

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, to be opened 2:00 p.m., May 9, 2019", so as to guard against opening prior to the time set therefore.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed in writing by email to jgray@clayutility.org no later than Monday, April 29, 2019 at 2:00 p.m. (local time).

BID Documents, drawings and any ADDENDA may be obtained electronically from www.clayutility.org/projects/procurement.aspx. All bidders shall be responsible for obtaining all documents and Addenda issued prior to the Bid.

The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

Bids require a Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) in the form of a either a certified check or a bank money order or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgement, will be in the best interest of the AUTHORITY.

END OF SECTION

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

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and

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 60 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's responsiveness, Bidder will submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below and in Article 15.

A. Bidder's Ability to Perform and Responsiveness: Bidder before the award of any Contract, will demonstrate to the complete satisfaction of the Owner that the Bidder has the necessary facilities, ability and financial resources to perform the work or provide the requested special services in a satisfactory manner within the time specified; that Bidder has had experience in the work or special services of the same or similar nature; and that the Bidder's past history and references which will serve to satisfy the Owner beyond any doubt as to their responsiveness for doing the work.

B. List of References and installations of similar work with contact names and telephone numbers as described in Article 15.

C. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

C. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

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specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site will be identified by Purchase Order. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and will be made available on CCUA's website to review; www.clayutility.org/projects/procurement.aspx. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking CCUA's website for any Addenda prior to bid submittal.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) and in the form of either a certified check, bank money order, or Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

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have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment will be set forth in the individual purchase orders issued under this Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 *The Bid Form is included with the Bidding Documents. Bidding Documents are available on CCUA's website;* www.clayutility.org/projects/procurement.aspx. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Part, bid item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

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ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be in the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Estimated Quantities: The Bidder's attention is called to the fact that any estimate of quantities furnished on the bid form or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the Clay County Utility Authority's Board of Supervisors.

D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figres and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 *BID Documents, drawings, and ADDENDA, if any, may be obtained electronically from; www.clayutility.org/projects/procurement.aspx. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office. See Bid Submittal Checklist for other documents needed for bid submittal.*

15.02 An unbound copy of the Bid Form is to be completed and submitted with the following documents:

1) The required Bid Security,

2) W-9 Tax Payers Identification form,

3) Public Entities Crimes Statement,

4) Trench Safety Affidavit,

5) Copy of Contractor's License or Underground Utility Contractor's License,

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6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13),

7) Bidder Qualifications and Information:

   a) Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
   b) Location of offices
   c) Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
   e) Equipment listing,

8) Subcontractor Qualifications and Information:

   a) Name and address
   b) Type of work to be performed
   c) Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address
   g) Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address

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g) Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

- Part A – Treatment Plant Wetwell Lining System
- Part B – Manhole/Lift Station Wetwell Coating System
- Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. Most recent financial statements:

1. Audited financial statements [if Bidder has bank loan(s)] including:
   a. "Cash on hand".
   b. Calculation of "Current Ratio" (result of dividing current assets by current liabilities).
   c. Calculation of "Debt to Asset Ratio" (result of dividing total liabilities by total assets).
   d. Ratio of "working capital" to "total assets".
   e. Ratio of "retained earnings" to "total assets".
   f. Ratio of "earnings before interest and taxes" to "total assets".
   g. Ratio of "net worth" to "total liabilities".
2. Unaudited financial statements (if audited statements are not available).
3. Last three (3) years of corporate federal income tax returns.
4. In lieu of financial information described in Paragraph 14. 1.-3., Bidder may provide a letter from his bonding company stating that Bidder has sufficient available bonding capacity for the project.

15) Part C only: Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

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16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

15.02 The Authority reserves the right to examine documentation which supports compliance with federal, state, and local labor regulations. Examples include Federal tax form 941 and OSHA incident report forms.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Chief Engineer, Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068.

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ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Request for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, incomplete, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

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19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Part(s) selected by the Owner.

19.08 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.

19.09 In evaluating Bids, Buyer will consider the qualifications of the Bidders. The AUTHORITY shall evaluate each proposal based on the following factors:

A. Cost - Cost is always an important factor, however it is not the only consideration.

B. Emergency Service - Contractor must respond to an emergency situation within 24 hours and be mobilized and ready to make repairs as required and in accordance with these specifications.

C. Experience of the Firm - Years of experience providing these types of services along with customer references and past performance are important factors that will be considered. In the past 24 months, Contractor shall have successfully completed:

- Part A – 20 treatment plant wetwell lining systems
- Part B – 200 manhole/lift station wetwell lining systems
- Part C – 1,000,000 linear feet of sanitary pipe lining.

D. Logistics - The location of the firm in relation to the service area and the logistical effort required to transport equipment are factors that will be taken into consideration.

E. Prior experience - The AUTHORITY reserves the right to reject a bid based on past performance of the firm.

F. Equipment Availability -Contractor must own or have a long-term lease for all equipment and be capable of performing all of the work listed in the bid form with this equipment.

G. Safety: The Authority reserves the right to reject a bid based on unsatisfactory safety record or a lack of documented safety procedures.

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H. License Required - Contractor must have valid a Florida Underground Utility Contractor's License or General Contractor's License.

I. Compliance of proposed products with the contract specifications.

J. For Part C – Sewer Rehabilitation using Cured-in-place Pipe, the following additional evaluation criteria and point system shall be used to evaluate the Bidder's proposal:

The Owner's staff shall conduct an evaluation of all Part C Bidders on the basis of the information provided with the proposal and other evaluation criteria as set forth above. Recommendation for award will be made to the highest rated Bidder as determined by the Owner's staff in accordance with the award criteria. Selection will be made from a short list of Bidders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

Criteria	Score	Weight	Max. Pts. Possible
References to verify product performance in conditions similar to the work to be performed for the Owner.	25	10	250
References to verify installer performance for work similar to that of the work to be performed for the Owner	25	10	250
Documentation and references to verify the contractor's Safety practices and safety history including any subcontractor in the performance of work similar to work to be performed for the Owner.	25	20	500
Price	15	10	150
Office and staff location	10	5	50
TOTAL	100		1,200

19.09 The Bidders shall provide unit prices for all bid items. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the highest ranking based on the items of consideration in section 19.08 above.

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ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, and quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

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SECTION 00300

BID FORM

CCUA BID NO. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CLAY COUNTY UTILITY AUTHORITY

SUBMITTED BY: _____ DATE:_____

_____

_____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be performed; that he has examined the plans and specifications for the work and contract documents relative thereto, that he has read all special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete it in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a unit price basis and are to include all labor, materials, equipment and incidentals necessary to perform the special services as indicated in the contract documents. Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. Incomplete bid submittals will not be accepted. Work includes, but is not necessarily limited to, the following:

This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Part A – Treatment Plant Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Surface Preparation	4,000	SF		
B.	Material Installation	4,000	SF		
Sub-total Part A					
C.	Construction Performance & payment Bond Not to Exceed 2%		%		
Total Part A					

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Part B – Manhole or Lift Station Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean and Coat New Sanitary Sewer Manhole (4-foot diameter)	50	VF		
B.	Clean and Coat New Sanitary Manhole (5-foot diameter)	50	VF		
C.	Clean and Coat Existing Sanitary Sewer Manhole (4-foot diameter)	1000	VF		
D.	Clean and Coat Existing Sanitary Sewer Manhole (5-foot diameter)	1000	VF		
E.	Clean and Coat Existing Wetwell	5000	SF		
F.	Interior Manhole Coating/Lining Repair	50	SF		
G.	Adjust manhole frame and cover (adjustment rings not-to-exceed 12")	25	EA		
H.	Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12")	5	VF		
I.	Install frame & cover (24”)	1	EA		
J.	Install frame & cover (36”)	1	EA		
K.	Invert Replacement	50	EA		
L.	Inside Drop System 4" - 8"	25	EA		
M.	Inside Drop System 10" - 12"	25	EA		
N.	Stop Leak (per manhole without lining)	50	EA		
O.	Maintenance of Traffic				
1.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
2.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
3.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
4.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
P.	Emergency Response Mobilization (per Work Order)	5	EA		
Q.	Construction Video and Photos (per Work Order)	20	EA		
Sub-total Part B					**$**
R.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total Part B					**$**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
1.	Light Cleaning (<1/4 diameter)				
a.	4” Diameter	5,000	LF		
b.	6” Diameter	2,000	LF		
c.	8” Diameter	13,250	LF		
d.	10” Diameter	1,250	LF		
e.	12” Diameter	900	LF		
f.	14” Diameter	500	LF		
g.	18” Diameter	100	LF		
h.	20” Diameter	100	LF		
i.	24” Diameter	100	LF		
2.	Tuberculation Cleaning				
a.	4” Diameter	250	LF		
b.	6” Diameter	100	LF		
c.	8” Diameter	650	LF		
d.	10” Diameter	75	LF		
e.	12” Diameter	50	LF		
f.	14” Diameter	25	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
3.	Root Removal				
a.	4” Diameter	500	LF		
b.	6” Diameter	200	LF		
c.	8” Diameter	1,300	LF		
d.	10” Diameter	125	LF		
e.	12” Diameter	90	LF		
f.	14” Diameter	50	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
4.	CCTV Pipe Inspection				
a.	6” Diameter	2,000	LF		
b.	8” Diameter	13,250	LF		
c.	10” Diameter	1,250	LF		
d.	12” Diameter	900	LF		
e.	14” Diameter	500	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
f.	18” Diameter	200	LF		
g.	20” Diameter	200	LF		
h.	24” Diameter	200	LF		
5.	Clean & CCTV Inspection – Sewer Lateral (no lining)				
a.	Lateral inspection 0’ to 40’	20	EA		
b.	Additional Lateral Inspection > 40’	1	LV		
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6” Diameter				
1	4.5 mm nominal thickness (.177)	2,000	LF		
b.	8” Diameter				
1	6.0 mm nominal thickness (.236)	13,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10” Diameter				
1	6.0 mm nominal thickness (.236)	1,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12” Diameter				
1	6.0 mm nominal thickness (.236)	900	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	14” Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	18” Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
f.	20” Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
5	12.0 mm nominal thickness (.472)	1	LF		
g.	24” Diameter				
1	9.0 mm nominal thickness (.354)	200	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	12.0 mm nominal thickness (.472)	1	LF		
3	12.0 mm nominal thickness (.472)	1	LF		
4	13.5 mm nominal thickness (.531)	1	LF		
5	15.0 mm nominal thickness (.591)	1	LF		
2. Sectional CIPP lining					
a.	6” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
b.	8” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	10” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	12” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
e.	14” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	18” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	20” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	8’ in length	1	EA		
e.	24” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
b.	Full wrap – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
c.	Lateral lining 0 to 40’	175	EA		
d.	Additional lateral lining >40’	1	LF		
e.	Lateral cutout & polish	175	EA		
f.	Lateral grout	1	EA		
4. Cleanout Installation					
a.	4” cleanout	10	EA		
b.	6” cleanout	10	EA		
c.	8” cleanout	1	EA		
5. Site Restoration					
a.	Concrete	200	SF		
b.	Paver removal and replacement	100	SF		
c.	Sodding	200	SF		
d.	Seeding and Mulching	400	SF		
6.	Dewatering	500	LF		
7.	Erosion and Sediment Control	500	LF		
8.	Tanker Trucks for Bypass (daily rate for 8 hours)	10	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
b.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
c.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
d.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
D. Administration					
a.	Emergency Response Mobilization (/Work Order)	5	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
b.	Construction Video and Photographs (per Work Order)	20	EA		
Sub-total Part C					$
D. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total Part C					$

Performance and Payment Bonds shall not exceed 2 percent of an individual project amount. See Section 01025 Measurement and Payment for further information on unit price bid items.

All Work performed under this Agreement must be covered by a 1-year, 100% Performance and Payment Bond with an additional 1-year, 100% warranty bond for the second year of the warranty period. Purchase orders will be issued for all Work. For planned projects, the bond shall be delivered along with the signed copy of the purchase order for the amount of the purchase order. For emergency work, the Authority will expect the Contractor to maintain at all times, a $100,000 Performance and Payment Bond that is renewable on an annual basis. The additional 1-year warranty bond is required for all emergency work.

The Authority will pay the premium of the annual bond to cover emergency work up to 2.5 percent of the Bond amount based on actual invoices from the Surety. The bond costs for planned work will be based on the bid price provided in the bid form

The Bidder shall provide unit prices for all items. The Owner will evaluate the bids and other required submittals and supplemental information noted in Article 15.01 of Section 00200 and evaluation criteria items A through J shown in Article 19.08 of Section 00200. The recommendation of Award will be based on a ranking of the factors listed in the Instruction to Bidders in Section 00200 Paragraph 19.08. See Instructions for Bidders for discussion of Award of Contract.

The Bidder further proposes and agrees to commence work on a date to be specified in a written Purchase Order from the Owner and shall complete the work pursuant to a schedule identified in the said Purchase Order.

At the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

It shall be the Contractors responsibility to submit Shop Drawings, receive and verify accuracy of such shipments and, upload such shipments as if Contractor had purchased the materials direct. Shop Drawings received from the suppliers, will be forwarded by the Clay County Utility Authority to the Contractor for their review of accuracy and correctness of the Shop Drawings and shall provide an approval action on each product. Shop Drawings shall then be submitted to the Design Engineer for their review and approval action. After the Contractor and Engineer have reviewed the Shop Drawings, they then shall be submitted to the Clay County Utility Authority for review.

The Owner shall assume all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Clay County Utility Authority's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid. **Items shall be clearly labeled and numbered and submitted in the order listed below:**

1) The required Bid Security.
2) W-9 Tax Payers Identification form
3) Public Entities Crimes Statement
4) Trench Safety Affidavit
5) Copy of Contractor's License or Underground Utility Contractor's License
6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority to award of the contract (per Article 13)
7) Bidder Qualifications and Information:
    a. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
    b. Location of offices
    c. Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
    d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
    e. Equipment listing,

8) Subcontractor Qualifications and Information:

   a. Name and address
   b. Type of work to be performed
   c. Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

   - Part A – Treatment Plant Wetwell Lining System
   - Part B – Manhole/Lift Station Wetwell Coating System
   - Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. (See Section 00200 Instructions to Bidders, Article 15, Paragraph 15.02 for details.)

15) Part C only: OSHA Logs - Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: CIPP Lining Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

AN INDIVIDUAL

By _____ (Seal)
(Signature)

_____
(Print Name)
doing business as
Business Address: _____

Phone No: _____ Fax No: _____

A PARTNERSHIP

_____ (Seal)
(Firm Name)

_____
(General Partner/Signature)

_____
(Print Name)

Business Address: _____

Phone No: _____ Fax No: _____

A CORPORATION

_____ (Seal)
(Corporation Name)

_____
(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

_____
(Print Name)

_____
(Title) (Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No: _____ Fax No: _____

A JOINT VENTURE

_____
(Business Name)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

MANDATORY SUBMITTAL CHECKLIST
(Submit this checklist with bid.)

- ☐ 1. The required Bid Security
- ☐ 2. W-9 Tax Payers Identification form
- ☐ 3. Public Entities Crimes Statement
- ☐ 4. Trench Safety Affidavit
- ☐ 5. Copy of Contractor's License or Underground Utility Contractor's License
- ☐ 6. Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13)
- ☐ 7. Bidder Qualifications and Information
- ☐ 8. Subcontractor Qualification and Information
- ☐ 9. Bidder Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 10. Subcontractor Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 11. Product Specifications
- ☐ 12. Documentation of good faith efforts to utilize MBE/WBEs on this project.
- ☐ 13. Current workload (project) commitments
- ☐ 14. Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project.
- ☐ 15. Part C only: OSHA Logs
- ☐ 16. Part C only: Project Performance
- ☐ 17. Part C only: CIPP Lining Installer Performance
- ☐ 18. Part C only: Cleaning Contractor Performance
- ☐ 19. Part C only: CIPP Lining Lateral Installer Performance

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

We (_____) certify that we submitted the required documents as checked above.

_____ _____

Bidder's Signature **Date**

CONTRACTOR/SUB-CONTRACTOR
PROJECT REFERENCES

Please provide as references, the project description and client reference information of at least three (3) clients you have served in the last two (2) years.

a. Project Name: _____

b. Project Location (city, state): _____

c. Brief description of project substantiating similarity to this project: _____

_____

_____

_____

_____

_____

_____

d. Date of completion of project: _____

e. Owner's Name: _____

f. Owner's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

g. Engineer's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,_____ _____as Principal, and _____ _____as Surety, are hereby held and firmly bound unto Clay County Utility Authority as OWNER in the penal sum of _____ _____for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____,20__

The Condition of the above obligation is such that whereas the Principal has submitted to Clay County Utility Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, Clay County Utility Authority Bid No. 18/19-A7.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Principal

_____
Surety

_____
Attorney-in-Fact

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

By _____
(print individual's name and title)

whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or and affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ _____

(signature) (date)

STATE OF_____ COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
who after first being sworn by me, affixed his/her (name of individual signing)
signature in the space provided above on this_____day of_____, 20__.

My commission expires: _____

NOTARY PUBLIC

SECTION 00425

W-9 Form

(See next page for W-9 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.

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.

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) _____

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.

Requester's name and address (optional)

6 City, state, and ZIP code

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

		–							

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** ▶

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.*

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
BASE BID ITEMS:				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
ALTERNATE NO. 1 ITEMS:				
_____	_____	_____	_____	_____
			TOTAL $	_____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: _____

DATE: _____ BY: _____

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and _____ (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications as listed in the Table of Contents of the Project Manual.

7. Addenda.

8. Exhibits to this Agreement (enumerated as follows):

a. Contractor’s Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By:_____
Tom Morris, Executive Director

Attest:_____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

CONTRACTOR:

_____

By:_____

[CORPORATE SEAL]

Attest:_____

Address for giving notices:

_____
_____

License No._____
(Where applicable)
Agent for service of process:

_____
_____
_____

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name:_____
Title:_____
Address:_____
_____
Phone:_____
Facsimile:_____

SECTION 00600

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

BY THIS BOND, We _____ , as principal and _____ , a Corporation, as Surety, are bound to Clay County Utility Authority, an independent special district existing under Chapter 94-491, Laws of Florida, Special Acts of 1994, herein called Owner, in the sum of $_____, for performance, and the separate and additional sum of $_____ , for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__, between Principal and Owner for construction of _____ _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment,

within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

Dated On: _____

Principal's Address:

_____

_____

_____

Surety's Address:

_____

_____

_____

Project Description and Location:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority
CCUA Bid. No. 18/19-A7

_____
(Principal)

By: _____

_____
(Surety)

By: _____
(Attorney-in-Fact)

END OF SECTION

CLAY COUNTY UTILITY AUTHORITY
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

APPLICATION NO.:
PERIOD TO:
BID NO.: **18/19-A7**

Distribution to:
__ Owner
__ Owners Representative
__ Contractor

FROM CONTRACTOR: Contractor's Name & Address

CONTRACT FOR: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM $_____
2. Net change by Change Orders $_____

3. CONTRACT SUM TO DATE (LINE 1 + 2) $_____
4. TOTAL COMPLETED & STORED TO DATE $_____
5. RETAINAGE:
   a. _____% of Completed Work $_____

   b. _____% of Stored Material $_____

   Total Retainage (Line 5a + 5b) $_____
6. TOTAL EARNED LESS RETAINAGE $_____
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) $_____

8. CURRENT PAYMENT DUE $_____
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date:_____
State of:_____ County of:_____

Subscribed and sworn to before me this _____day of _____, 20__

Notary Public:_____

My Commission expires:

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of their Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $_____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:
By:_____ Date:_____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 00650

REQUEST FOR INFORMATION (RFI)

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract RFI No.: _____

Date: _____

Owner: CCUA Bid No.: 18/19-A7 Project Manager: _____
Engineer: _____ Project No.: _____ Project Manager: _____
Contractor: _____ Project No.: _____ Project Manager: _____

To: _____
From: _____

Contract document reference(s): _____

Description of RFI: □ Information □ Clarification □ Interpretation

Request for the items [*Described Below] / [in the Attached]:*

Requested By: _____ Date: _____
Signature

To: _____
From: _____

Response to RFI: □ Information □ Clarification □ Interpretation

Response to your request [*Described Below] / [in the Attached*]:

Response By: _____ Date: _____
Signature

CC: _____

SECTION 00660

CHANGE ORDER REQUEST FORM

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No.: 18/19-A7

Change Order No.: _____

Change in Contract Times		**(Days)**		**(Days)**
Original Contract time:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decreased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time prior to this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increase in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decrease in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time with all approved C.O.s:	Substantial Completion:	_____	Ready for Final Payment:	_____

Change in Contract Price

Original Contract Price:	_____
Increased from previously approved C.O.:	_____
Decreased from previously approved C.O.:	_____
Increase in Contract price this C.O.:	_____
Decrease in Contract price this C.O.:	_____
Contract price with all approved C.O.s:	_____

The undersigned Contractor certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Clay County Utility Authority (CCUA) , on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the CCUA at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

_____

Contractor Name and Title

SECTION 00660

CHANGE ORDER REQUEST FORM

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				$
Materials				$
Equipment				$
Maintenance of Traffic				$
Bonding				$
General Conditions				$
Overhead and Profit				$
				$
				$
Total firm fixed cost not to exceed amount:				$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

_____

_____

Justification for the request: _____

_____

_____

_____

State the firm fixed cost not to exceed amount in words:

Contractor Signature: _____ Date: _____

Printed Name: _____ Title: _____

SECTION 00700

GENERAL CONDITIONS

1.01 GENERAL

A. The GENERAL CONDITIONS for this contract are the Standard General Conditions of the Construction Contract. Document C-700, 2007 Edition, prepared by Engineers Joint Contract Documents Committee (EJCDC) and issued and published jointly by National Society of Professional Engineers (NSPE), ACEC, ASCE and CSI (EJCDC).

B. All provisions of the GENERAL CONDITIONS of EJCDC Document C-700 not amended or supplemental herein, or in the SUPPLEMENTARY CONDITIONS, shall remain in full force and effect.

1.02 SUPPLEMENTARY CONDITIONS

A. The provisions of the GENERAL CONDITIONS and the Modifications herein, may be further modified in the SUPPLEMENTARY CONDITIONS and in Division 1, GENERAL REQUIREMENTS.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

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meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

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members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

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interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

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required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

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required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

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8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

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continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

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exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

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shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

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the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

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neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

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13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

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13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

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Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

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involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

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so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

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to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A Add the following sentence to "27. Notice of Award": "When requested by OWNER, the Notice of Award may be issued by the ENGINEER."

SC-1.01.A Add the following sentence to "28. Notice to Proceed": "When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."

SC 1.01.A Add the following new Defined Terms:

53. ARCHITECT/ENGINEER – The person, firm or corporation named as the ENGINEER in the Agreement.

54. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

55. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A In the first line, change the term "…ten…" to read"…three…".

SC-2.03.A Delete Paragraph 2.03.A in its entirety and replace with the following:

"2.03 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein."

SC-2.05.A Add the following new subparagraphs to paragraph 2.05A:

"4. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

5. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents."

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.B Add the following sentence to Paragraph 3.01B: "CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

SC-3.02.A. Add the following new subparagraph to paragraph 3.02.A:

"3. Sections of Division One - General Requirements govern the execution of all sections of the Specifications."

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCED POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

"A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner.

B. Not Used."

ARTICLE 5 - BONDS AND INSURANCE

SC-5.04.A In the first line of Paragraph 5.04.A, following the word" ...maintain...", insert the words, "...in a company or companies licensed to do business in the State of Florida,...".

SC-5.04.A. 1 Add the following to the end of the paragraph. "Contractor's claiming a worker's compensation statutory exemption shall not be allowed to perform work under this Agreement without a separate worker's compensation policy;"

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under paragraphs 4.04.A.1 and A.2 of the General Conditions:

   a. State Statutory

b. Applicable Federal (e.g. Longshoreman's): Statutory

c. Employer's Liability: Limits Provide Below

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate: $2,000,000

b. Products - Completed Operations Aggregate: $1,000,000

c. Personal and Advertising Injury: $1,000,000

d. Each Occurrence (Bodily injury and Property Damage): $1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

f. Excess or Umbrella Liability

1) General Aggregate: $1,000,000

2) Each Occurrence: $1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a. Combined Single Limit per occurrence of: $ 1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury
Each Accident $1,000,000
Annual Aggregate $1,000,000

b. Property Damage:
Each Accident $1,000,000
Annual Aggregate $1,000,000

5. Builders Risk Full Replacement

6. Environmental Pollution Liability
Bodily injury, Property Damage and Cleanup cost.

a. Each Occurrence $1,000,000
Annual Aggregate $1,000,000

SC-5.05.A. Delete Section in its entirety and insert the following in its place:

5.05 Contractor's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Contractor may purchase and maintain at Contractor's expense Contractor's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.;

2. be written on a Builder's Risk "all-risk" open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes or loss, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, wind, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. including testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete paragraph 5.06.B in its entirety and insert in its place:

B. Contractor shall be responsible for any deductibles or self-insured certificates.

SC–5.06.C Delete and replace the policies of insurance required to be purchased and maintained by the Contractor, in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraphs in 5.06C of the general conditions.

SC-5.06.E Delete Paragraph 5.06 E and replace with the following:

E. Environmental Pollution Liability Insurance: Shall be maintained by the Contractor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Contractor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period following completion of the task, shall no be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Owner and shall be the responsibility of the Contractor. The limit of coverage shall not be less than:

Bodily Injury, Property Damage and Clean Up Costs	$1,000,000.00	Each Occurrence

and Aggregate

ARTICLE 6 - CONTRACTORS'S RESPONSIBILITIES

SC-6.03.B Add the following after Paragraph 6.03.B: "The use of asbestos or asbestos-based fiber materials is prohibited in this Project."

SC-6.06. Add the following sentence at the end of paragraph 6.06.G:

"H. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individuals or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity."

SC-6.13 Add the following new paragraph:

"C. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

SC-6.13 Add the following new paragraph at the end of paragraph 6.13 D:

"E. All Contractors or Entities performing or furnishing any work for Clay County Utility Authority ("CCUA") must carry Workers' Compensation insurance coverage for themselves and for any employees, independent contractors, and/or other individuals who perform work on the project under the supervision of the Contractor or Entity. All those providing work shall furnish CCUA with evidence, which shall be in form and content satisfactory to CCUA, of current Workers' Compensation insurance coverage secured by the Contractor or Entity for themselves and employees, independent contractors, and/or any other individuals performing or furnishing any of the work on the project before any Contractor or Entity, employees, independent contractors and/or any other individuals begin work on the project."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.20 Add the following new Paragraph:

"D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

1. One dollar ($1.00) in hand paid by OWNER, ENGINEER, and ENGINEER's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER's employees under the requirements of Section 725.06, Florida Statutes, and;

2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR."

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 Claims Between Contractors

"A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by non-binding mediation or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities."

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.01.A Add the following to the end of the sentence, "or Owner's Representative.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.B Add the following paragraph after Paragraph 12.01.B.3:

"4. where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price. Or,

5. where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for O&P not necessarily in accordance with Paragraph 12..01.C.2)."

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Delete first sentence and replace with the following:

A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions.

SC-13.09 Add the following Paragraph 13.09.E.:

If at any time during the construction, the OWNER deems that work are to be unsafe and after proper notification to the CONTRACTOR of the unsafe conditions, the CONTRACTOR fails to take within 24 hours the necessary precautions to rectify the unsafe conditions to the satisfaction of the OWNER, the OWNER may correct the unsafe conditions by whatever means the OWNER deems appropriate. The cost for correction of unsafe conditions shall be paid by the CONTRACTOR and any additional work the may result from the OWNER's actions needed to continue work on the project.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 In the first line of Paragraph 14.02.C.1, change "Ten days..."to read "Forty-five days...".

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

"C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D Add the following new paragraph immediately after Paragraph SC-16.01.C.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding."

END OF SECTION

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract**

- Various locations in Clay County, Florida.

1.2 Description of Work: The work consists of furnishing all labor, materials and equipment necessary to complete the following:

- This Project is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

A. All labor, materials, and equipment.

B. Tools, construction equipment, and machinery.

C. Utilities required for construction.

D. Temporary portable bathrooms, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.

E. All legally required sales, consumer, and use taxes.

F. All applicable permits, government fees, and licenses.

G. Survey services for construction layout and record drawings.

H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.

B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.

C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.

D. Provide and submit a Construction Work Plan, Critical Path Schedule and Quality Control Plan to the Owner.

1.5 Work Sequence:

A. Coordinate with Owner.

B. Contractors Critical Path construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.

C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

A. Do not unreasonably encumber sites with materials or equipment.

B. Assume full responsibility for protection and safekeeping of products stored on premises.

C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements for determing Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

A. Unit prices shall include the providing of all cost required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and othe incidental expenses; and supervision.

B. The Owner reserves the right to reject the Constractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.

2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effent until date of final completion of the entire Work for each purchase order.

D. Unit Price Abbreviations:

1. AC – Acre
2. CY – Cubic Yards
3. EA – Each
4. GA – Gallons
5. LB - Pounds
6. LF – Linear Feet
7. LS – Lump Sum

8. MI – Miles
9. SF – Square Feet
10. SY - Square Yards
11. TN – Tons
12. VF – Vertical Feet.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MEASUREMENT

A. Part A – Treatment Plant Wetwell Rehabilitation: Surface area for Surface Preparation and Material Installation will be measured on the exposed interior of the wetwell that receives treatment. The work shall include mobilization and all activity performed to complete the project. Bypass pumping and equipment removal will be performed by others.

B. Part B - Manhole or Lift Station Wetwell Rehabilitation

1. Clean and Coat New/Old Sanitary Sewer Manhole (4 or 5-foot diameter): Measure vertical feet from the top of the manhole cast iron frame to the bottom of the lowest invert and from the top of wetwell to the top of the bottom floor at its lowest spot.

2. Clean and Coat Existing Wetwell: Measure square feet as the surface area of the interior of the wetwell that receives treatment.

3. Interior Manhole Coating/Lining Repair: Measure square feet as the surface area of the interior of the manhole that receives treatment.

4. Adjust manhole frame and cover (adjustment rings not to exceed 12”): Count each adjustment ring.

5. Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12”): Measure vertical feet for cone or riser section installed.

6. Replace frame & cover (24” or 36”): Count each replaced.

7. Invert replacement: Count each replaced.

8. Inside drop System 4”-8” or 10”-12”: Count each replaced.

9. Stop Leak Repair (no lining): Count each manhole repaired.

10. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

11. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

12. Construction Video and Photographs: Count per each Purchase Order.

C. Part C - Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)

1. Sanitary Sewer Line Cleaning and Inspection
    a. Light Cleaning, Tuberculation Cleaning and Root Removal: Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. CCTV Pipe Inspection: Television inspection shall be the linear footage measures from the center of the upstream manhole to the center of the downstream manhole of pipe of each size diameter recorded. Pay item is for main line only, lateral payment is included in lateral rehabilitation pay item.
    c. Clean & CCTV Inspection – Sewer Lateral: Payment for cleaning and CCTV of a lateral when no lining is performed.
        i. Length 0 to 40 feet – per each lateral
        ii. Length over 40 feet – per linear foot.

2. Sanitary Sewer Rehabilitation
    a. CIPP Lining – Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. Sectional CIPP Lining – Count each instance of installation.
    c. Lateral CIPP Lining – Count each instance of installation.
    d. Cleanout Installation – Count each instance of installation.
    e. Site Restoration – Measure per the square footage of restoration.

3. Dewatering: Measure per linear foot of affected area dewatered.

4. Erosion and Sediment Control: Measure per linear foot of installed control measures.

5. Tanker Trucks: Cost shall be based on the daily rate (8 hours) for one tanker truck.

6. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

7. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

8. Construction Video and Photographs: Count per each Purchase Order.

3.2 PAYMENT

A. Payment will be made at the respective contract unit prices for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.

1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
2. Partial payment for each work order shall be made for initial cleaning and televising at the Contract unit pricing.
3. No partial payment shall be made for CIP pipelines or manholes/wetwells until the tests are approved by the Owner. Generally, completion of the pipeline or manhole/wetwell lining system and testing shall constitute 75% completion.
4. Prior to substantial completion being issued the CIPP or manhole/wetwell must be inspected and tested, video logs provided, and all services or drop pipes re-connected. This shall constitute 90 completion.
5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s) and the site restoration and clean-up are complete. Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.

B. Except for Emergency Response Mobilization, separate payment will not be made for mobilization, demobilization, re-mobilization or by-pass pumping. The cost for these items shall be included in the unit pricing for the pay items listed in the bid form.

3.3 PROTECTION

A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Owner, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Owner.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of allowances.
e. List of products.
f. List of principal suppliers.

B. Format and Content:

1. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

2. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Use a separate line for each pay item.

3. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.

C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Owner by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers for such items.

3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.

2. List of principal suppliers and fabricators.

3. Schedule of Values.

4. Contractor's Construction Schedule (preliminary if not final).

5. Schedule of principal products.

6. Schedule of unit prices.

7. List of Contractor's staff assignments.

8. List of Contractor's principal consultants.

9. Copies of building permits.

10. Copies of authorizations and licenses from governing authorities for performance of the Work.

11. Initial progress report.

12. Report of preconstruction meeting.

13. Certificates of insurance and insurance policies.

14. Performance and payment bonds.

15. Data needed to acquire the Owner's insurance.

16. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

   a. Warranties (guarantees) and maintenance agreements.
   b. Test/adjust/balance records.
   c. Maintenance instructions.
   d. Final cleaning.
   e. Final progress photographs.
   f. List of incomplete Work, recognized as exceptions to Owner's Acceptance of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.

2. Completion of items specified for completion after Substantial Completion.

3. Ensure that unsettled claims will be settled.

4. Ensure that incomplete Work is not accepted and will be completed without undue delay.

5. Transmittal of required Project construction records to the Owner.

6. Proof that taxes, fees, and similar obligations were paid.

7. Removal of temporary facilities and services.

8. Removal of surplus materials, rubbish, and similar elements.

9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

A. The design of the work is based on the requirements of the latest edition of the Florida Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.

B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.

C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.

B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.

B. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

C. Contractor shall secure any and all NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.

D. Owner shall obtain and the Contractor shall conform to the requirements of the FDEP potable water and/or wastewater collection/transmission permit(s) and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable. Permit documents shall be provided with each purchase order. Installation of the pipelines shall be done so as to allow Owner to meet the requirements and stipulations of this permit.

1.05 EASEMENTS: Where, the Clay County Utility Authority has entered into an agreement with the landowners to grant unobstructed right-or-way and easement rights along the pipeline route, the terms and conditions of theses easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the Authority and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule using the Critical Path Method (CPM)

2. Shop Drawings.

3. Product Data.

4. Samples.

5. Quality assurance submittals.

1.2 Definitions

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

    a. Allow 15 working days for initial review. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals.
    b. If an intermediate submittal is necessary, process the same as the initial submittal.
    c. Allow 15 working days for reprocessing each submittal.
    d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project name.
    b. Date.
    c. Name and address of the Owner.
    d. Name and address of the Contractor.
    e. Name and address of the subcontractor.
    f. Name and address of the supplier.
    g. Name of the manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner using a transmittal form. The Owner will not accept submittals received from sources

other than the Contractor without Contractor's review and approval markings and the action taken.

D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 20 days after the date established for "Commencement of the Work."

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule, list of subcontracts, payment requests, and other schedules.

3. Identify critical paths.

B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial use by the Owner affect the sequence of Work.

C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, Owner, subcontractors, and other parties required to comply with scheduled dates. Keep copies available at the project site. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.

2. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.

2. Identification of products and materials included by sheet and detail number.

3. Compliance with specified standards.

4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.

6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

C. Submittals: Submit one reproducible and two blue-or black line print.

1.6 Product Data

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Owner will retain one and will return the others marked with action taken and corrections or modifications required.

C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's sample. Include the following:

a. Specification Section number and reference.
b. Generic description of the Sample.
c. Sample source.
d. Product name or name of the manufacturer.
e. Compliance with recognized standards.
f. Availability and delivery time.

2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Owner will review and return preliminary submittals with the Owner's notation, indicating selection and other action.

4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

D. Contractor shall submit for approval a “Contractor Quality Control Plan” which shall contain, as a minimum, Contractor’s quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.

1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.

2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Owner's Action

A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.

B. Action Stamp: The Owner will stamp each submittal with a uniform, action stamp. The Owner will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.

C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."

D. Unsolicited Submittals: The Owner will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

A. Provide construction video and photographs that depict preconstruction conditions.

B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

A. Submit electronic version of preconstruction video and photographs prior to construction.

B. Submit two (2) copies of each set of progress photographs weekly to the Owner.

C. All projects constructed within the Clay County Utility Authority ("CCUA") systems shall have construction photographs taken by the contractor who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of CCUA as follows in PART 3 – EXECUTION.

D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½" x 11" paper with a maximum of two pictures per page. The Contractor shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).

3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.

3.03 The photographs taken daily during a given weekly period shall be delivered to the Owner at the beginning of the following week. Photographs may be delivered by electronic mail.

3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

if available, or other means of providing information to determine the accurate location where the photograph was taken.

3.05 The Contractor shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).

3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.

3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

C. Requirements for the Contractor to provide quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Contractor Responsibilities

A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities, except for those specifically indicated as being the Owner’s responsibility; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.

B. Provide and pay for costs of retesting and other related costs when:

1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

2. Construction is revised or replaced by the Contractor, where tests were required on original construction.

3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.

C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.

1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.

2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.

3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.

4. Provide facilities for storage and curing of test samples.

5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

6. Secure and protect samples and test equipment at the Project site.

D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

A. Cooperate with the Owner and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.

B. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.

C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

D. Agencies shall not perform any duties of the Contractor.

1.5 Submittals

A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Owner and to the Contractor.

B. Report Data: Written reports of each inspection, test or similar service shall include:

1. Date of issue.

2. Project title and number.

3. Name, address and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.

5. Names of individuals making the inspection or test.

6. Designation of the Work and test method.

7. Identification of product and Specification Section.

8. Complete inspection or test data.

9. Test results and an interpretations of test results.

10. Ambient conditions at the time of sample-taking and testing.

11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.

12. Name and signature of laboratory or inspector.

13. Recommendations on retesting.

1.6 Qualification of Service Agencies

A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Owner.

D. The Contractor shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.

B. Protect construction exposed by or for quality control service activities and protect repaired construction.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Owner.

1.2 Temporary Facilities

A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.

B. Construction Water: The Contractor shall provide temporary water for construction at the project site. The Contractor shall provide proper back flow devices in order to comply with regulations concerning back flow & cross connection.

C. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.

D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.

1.3 Security

A. General: The Contractor shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.

B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of a licensed exterminator to control.

C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vender of no cost to the owner. The contractor shall provide the owner copies of all disposal tickets.

D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.4 Quality Assurance

A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code Requirements

2. Health and Safety Regulations

3. Utility Company Regulations

4. Police, Fire Department and Rescue Squad Rules

5. Environmental Protection Regulations

6. Debris and rubbish transportation and disposal regulations and rules.

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.

2. Project record document submittal.

3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Submit specific warranties, final certifications and similar documents - refer to Section 01740.

3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates and similar releases.

4. Submit record drawings and similar final record information.

5. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. When the Contractor considers the Work to be substantially complete, they shall submit a written notice to the Owner that the Work, or designated portion of the Work, is complete and ready for inspection.

C. Within 14 days of receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Owner agrees that the Work, or designated portion of the Work, is substantially complete, they will inform the Contractor.

D. Should the Owner determine that the Work is not substantially complete, they will advise the Contractor of construction or other requirements that must be completed or corrected.

1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

A. When the Contractor considers the Work to be complete, they shall submit written certification to the Owner that the Work is completed and ready for final inspection. Include the following:

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.

2 Submit an updated final statement.

3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner’s inspector.

B. The Owner will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

1. Upon completion of inspection, the Owner will advise the Contractor if the Work that is complete or if obligations have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.

1. Provide access to record documents for the Owner's reference during normal working hours.

2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.

3. Do not use for construction purposes.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that was not shown on Contract Drawings or Shop Drawings.

3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.

5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.

D. Record Product Data: Maintain one copy of each Product Data submittal.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.

3. Note related Change Orders and mark-up of record drawings and Specifications.

E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

G. At Contract close-out, deliver one copy of Record Documents to Owner. Accompany submittal with transmittal letter in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. Title and number of each Record Document

5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

A. Employ experienced workers or professional cleaners for final cleaning.

B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Owner.

1. Remove labels that are not permanent labels.

2. Leave concrete floors broom clean.

3. Wipe surfaces of mechanical and electrical equipment.

4. Clean plumbing fixtures to a sanitary condition.

5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.

6. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.

7. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Remove temporary protection and facilities installed for protection of the Work during construction.

D. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

E. Where extra materials of value remaining after completion of associated Work, they shall become the Owner's property, arrange for any disposition of these materials as directed.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

A. General provisions of Contract, including General and Supplementary Conditions.

B. Warranties and certificates for specific products - Respective Specification Sections.

C. Contract closeout - Section 01701.

1.2 Section Includes

A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

A. Contractor shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of substantial completion.

B. Relining Underground Pipelines (Section 02766): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

C. Sanitary Service Lateral CIPP Lining (Section 02767): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

D. Manhole/Lift Station Wetwell Coating (Section 02768) and Treatment Plant Wetwell Liner (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

E. Treatment Plant Wetwell Rehablitation (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

F. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

G. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

I. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

J. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

K. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 Submittals

A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.

B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit

properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:

1. Quantities and dates of shipments.

2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.

3. Signature of officer of company.

4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.

E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:

1. Compile 3 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.

4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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MAINTENANCE WARRANTY BOND

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Principal and _____ , as Surety, are held and firmly bound unto the CLAY COUNTY UTILITY AUTHORITY, as Obligee, in the sum of _____($) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for the project known as **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7** has agreed that it shall accept certain _____ _____improvements located within County right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the CLAY COUNTY UTILITY AUTHORITY a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years,** beginning the _____ day of _____, _____ (date of Substantial Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless Clay County Utility Authority from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

_____

WITNESS:

_____ By:_____(Seal)

Print Name: _____ Print Name:_____

Date:_____

APPROVED:
CLAY COUNTY UTILITY AUTHORITY

BY:_____
Tom Morris, Executive Director

BY:

_____

_____
(SURETY)

WATER AND WASTEWATER
MAINTENANCE WARRANTY BOND
CONTACT INFORMATION

Surety: _____
Contact Name: _____
Mailing Address: _____
_____
_____
Telephone No.: _____
Fax No.: _____

Bonding Agent: _____
License Identification No.: _____
Contact Name: _____
Mailing Address: _____
_____
_____
Telephone Number: _____
Fax Number: _____

CONTRACTOR WARRANTY

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 Old Jennings Road
Middleburg, Florida 32068

FROM CONTRACTOR: _____
_____
_____

PROJECT: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA Bid No. 18/19-A7

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____ _____installations for the above-referenced project, against any defects for a period of **two (2) years** from the _____ day of _____ _____, _____(date of Substantial Completion). This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material, including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR:

_____

Date:_____ _____

Print Name: _____

Title:_____

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 Scope

In general, the work specified in this section of the Specifications shall consist of supplying labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 Examination of the Site

The Contractor shall take all steps necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner's nor Owner's Representative will be held responsible for any interpretations or conclusions drawn by the Contractor.

1.3 Submittals

The Contractor shall schedule a pre-dewatering meeting with the Owner prior to executing the work. At the meeting the Contractor shall issue their formal written plan to the owner and discuss mitigating risks, discharges, and permitting.

PART 2 - PRODUCT

2.1 Method and Equipment

The Contractor may use any dewatering method they deem feasible so long as it results in working in stable soils conditions. It is the intent of these Specifications that an adequate dewatering system be installed to promptly lower, control, and dispose the groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, sewers, water lines and all other excavations. Fill operations shall be completed prior to discontinuing operation of dewatering to prevent buoyancy of any structure. All dewatering operations shall be in accordance with applicable requirements of authorities having jurisdiction, such as, but not limited to, St. Johns River Water Management District and Florida Department of Environmental Protection.

PART 3 - EXECUTION

3.1 General

The Contractor shall be solely responsible for arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the Specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry. It is the Contractor's responsibility to prevent surface water and subsurface or ground water from flowing into excavations.

3.2 Disposal of Water

The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by the Contractor. The Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water. Contractor shall apply for and obtain, at the Contractor's expense, from all agencies having jurisdiction all permits required for disposal of water resulting from dewatering operations. Contractor shall only discharge uncontaminated produced groundwater when permitted or exempt. The means and methods of dewatering and discharge disposal shall comply with all regulatory requirements (including F.A.C. Chapter 62-621 "General Permit for the Discharge of Produced Ground Water from Any Non-contaminated Site Activity") at the Contractors Expense. Water shall not be discharged into streets, roadways, driveways, or private property.

Where excavation and dewatering occur in soils containing clay, silt or other materials resulting in turbidity in excess of 29 NTU above background at the point of discharge, the Contractor shall provide for settling, filtering or other treatment to lower turbidity to this level. If the project contains stormwater retention and/or detention systems, the Contractor may temporarily use this area for treatment, by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge. The Contractor may also construct a temporary detention/treatment pond. Use of alum and polymeric coagulation agents to aid in settling is allowed, providing that pH is adjusted prior to discharge. The Contractor shall submit his dewatering plan to the Owner for review if such additives are used and submit pH test data to the Owner showing no greater than 1 pH unit change from background in water to be discharged. The Contractor shall remove all accumulation of sediment prior to the completion of the project as the Contractor's expense. The Contractor shall maintain and remove accumulation of sediment at suitable intervals to prevent impairment of any sediment basin or pond at the Contractor's expense.

3.3 Inadequate System

If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations, pavements, pipes, property, or structures may occur. The supply of all labor, materials and equipment, and the performance of all work necessary to carry out additional work for reinstatement of the structures or foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Owner's Representative, and at no additional expense to the Owner.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 Scope

The work under this section covers the furnishing of all materials, equipment, tools, labor, supervision and incidentals necessary for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specified herein.

1.2 Measurement and Payment

A. Payment for Trenching, Backfilling, and Compacting is incidental to the Contractor's other pay items and shall be included in those costs.

B. Payment will be full compensation for all material, equipment, testing, tools, supervision, incidentals, and labor for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specifications herein.

C. The measurement for earthwork quantities such as excavations, backfilling, and removal and replacement of unsuitable materials shall be based on the in-place verifiable cross section volume. Over excavations without documented cause and the Owner's written approval shall not be included in the calculated measurement.

1.3 Submittals

A. Compaction density test reports.

PART 2 - PRODUCT

2.1 General Requirements

A. Backfill material shall be a granular soil, not classified as unsuitable material, and capable of being placed and compacted to the densities equivalent to 95% of the Modified Proctor maximum dry density. Backfill shall have no more than 12 percent of its particles pass a No. 200 sieve or a Plastic Index (P.I.) that exceeds 6. The maximum size rock permitted in backfill material shall be 2 inches with such rock being uniformly dispersed in the soil. Rock or other hard, lumpy, and unyielding materials, however, shall not be permitted in backfill material within one foot of external diameters of pipe and conduit, or against structure having protective coatings and coverings. The Contractor shall provide backfill material when this material is

not available from earthwork operations on the project site. Backfill material used for pipe bedding shall have all particles pass a 3/8-inch sieve.

B. Unsuitable material is soil which is unsuitable for the support of structures, piping, or other materials. Unsuitable material shall be soils containing muck, clay, excessive amount of organic material, stumps, brush, roots, rubbish and building material rubble or other deleterious materials. The suitability of the excavated materials for backfill shall be determined by the Owner's Representative.

C. Unsuitable material shall be disposed of offsite and replace with suitable imported sandy soils at the Contractor's expense.

2.2 Materials

A. Excavated Native Material - Excavated native material free from perishable and objectionable objects and containing no stones or clods larger than two (2) inches in diameter, unless otherwise specified, shall be used for backfilling and such grading on the site as required. Any excess material shall be placed where directed.

B. Granular Backfill - Granular backfill shall consist of well-graded crushed stone or crushed gravel meeting the requirements of American Standards of Testing and Materials (ASTM) C 33 (latest), Gradation 67 (3/4 inches to No. 4).

C. Sand Backfill - Sand backfill shall consist of a coarse natural granular material, free of deleterious amounts of organic material, mica, loam, clay and other substances not suitable for the purpose intended. It shall be a clean concrete sand having approximately uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8 inch sieve and no particles shall pass a No. 100 sieve.

D. Backfill material shall be submitted to the Owner for review and approval.

PART 3 - EXECUTION

3.1 General Requirements

The extent of excavation open at any one time will be held to a minimum consistent with normal and orderly prosecution of the work. The Contractor is required to locate all underground structures and utilities, shown on the drawings or made known to him during construction. The Contractor is to coordinate with the local utility companies as required to determine the location of utilities within the limits of the work in adequate time to allow for relocation or adjustment of utility lines prior to conflict with the work, and to show the location of the utilities ahead of the work.

3.2 Protecting Existing Utilities

Each existing utility exposed is to be fully protected and supported during construction. Any damage caused during backfilling operations is to be promptly repaired at no cost to the utility owner. All temporary protective and support systems installed on existing utilities are to remain in place until they can be supported and protected by the trench backfill.

3.3 Excavated Material

A. Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of excavated material is required, the Contractor shall be responsible for using designated sites and shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Top soils shall be carefully selected and kept separated. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property without the written consent of the property owner.

B. Where materials unsuitable for backfill are excavated within the limits of excavation shown on the drawings, the unsuitable material shall be removed from the job site and disposed of by the Contractor at the Contractor's Expense. Suitable granular or sand backfill shall be provided to replace the unsuitable materials and worked into existing excavated soils where possible, at no additional cost to the Owner.

3.4 Trench Excavation

A. All excavation for pipeline and utilities shall be open cut and tunneling will not be permitted unless specifically called for on the plans. Trench sides shall be approximately vertical between an elevation of one (1) foot above the top of the pipe and the centerline of the utility; otherwise, trench sides shall be as vertical as possible or as required. Trench may be excavated by machinery to a depth that will not disturb the finish grade.

B. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.

C. The Contractor shall excavate the trench by hand where excavation and machinery would endanger trees or structures which otherwise might be saved by the use of hand excavation.

D. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 8-inch clearance on each side of pipe or conduit, for unsheeted or sheeted trench, with maximum width of trench measured at top of pipe, not to exceed the outside

diameter, plus 24 inches, and comply with all Local, State, and Federal Safety Standards and Regulations.

E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

F. Except as otherwise indicated, excavate for exterior water piping so top of piping is minimum 3 feet below finished grade under pavement and 30 inches minimum elsewhere.

G. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.

H. For pipes or conduit 6 inches or larger, tanks and other work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to 6 inches below bottom of work to be supported.

I. Except where a granular or concrete bedding is to be used, mechanical excavation shall be stopped above the final invert grade elevation and the remaining material carefully hand excavated so that the pipes may be laid on a firm, undisturbed, native earth bed.

J. Bell holes shall be dug to permit the entire straight barrel of the pipes to rest on the trench bottom. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or backfill.

K. Excavated material consisting of muck, mud, clays or other unsuitable material shall not be stockpiled for backfill. Contractor shall remove such material from the site as it is excavated and shall dispose of it in an approved manner.

L. Excavation in rock shall be made to at least six (6) inches below the finish grade of the utility and backfilled with a 6-inch layer of crushed stone or gravel prior to installation of pipe. Excavation in clayey soils shall be made to at least twelve (12) inches below the pipeline inverts and replace with compacted structural backfill.

M. The Contractor shall be required to maintain uninterrupted utility service along the project but the methods used to accomplish this shall be left to his discretion, subject to approval of the authorities having jurisdiction. Puddling or discharge of sewage into open ditches will not be permitted. Existing piping damaged or removed to facilitate construction shall be replaced in kind, location and elevation.

N. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Owner. Pipe trenches across

roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Owner, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours. All open trenches shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times.

3.5 Trench Backfilling

A. Backfilling operations are not to proceed until all necessary tests, inspections or observations have been performed as required by the applicable utility specification. The Contractor shall be responsible for obtaining the necessary inspections before, during and after backfilling, and shall re-excavate, refill, and perform all such related work to obtain satisfactory test results. All debris, rocks, broken concrete, formwork, etc., is to be removed from the trench prior to the start of backfilling operations. All backfill material is to be free of muck, rock, organic material, broken concrete or other debris. Backfill is to be placed in uniform six-inch (6-inch) layers, loose measure, and compacted the full width of the trench to not less than 98 percent of maximum dry density. This procedure is to be carried out for the full height of the utility plus one (1) foot above the utility. After the backfill has reached an elevation of one (1) foot above top of the utility, operations are to proceed as follows:

1. Under the existing or proposed roads, paved areas, etc., backfill material is to be placed in uniform eight-inch (8-inch) layers, loose measure, and compacted to not less than 98 percent of maximum density for the full depth of the trench.

2. In areas where no construction is to take place over the utility, backfill material is to be placed in uniform twelve-inch (12-inch) layers, loose measure, and compacted to a density not less than 95 percent of maximum density for the full depth of the trench.

B. Backfill material is to be placed in the trench in such a manner so as not to disturb the alignment of the utility. Under no circumstances is a bulldozer or other equipment to be allowed to push fill material into the trench. The material is not to be dropped on the utility but placed in a manner as to allow the utility to remain in place and to allow for the uniform spreading and compaction of the material. Material is to be placed on both sides of the utility so that the backfill will have the same elevation on each side during compaction operations. Careful attention shall be observed to backfilling under pipe trenches or spacing lines such as plate compacting, “walking in “and/or hand tampering.

C. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and surface restored to the elevation shown on the plans. In unpaved areas, the surface of trenches shall conform and be equal in quality, character and materials to the surface immediately prior to making the excavation.

D. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in same manner as the connected pipe.

3.6 Excavation Below Normal Grade

A. In the event the Contractor through error or carelessness excavates below the elevations required, the Contractor shall at his own expense backfill with granular backfill as hereinbefore specified and compact to obtain a suitable bedding.

B. In the event unstable or unsuitable bedding material is encountered at or 12-inches below the limits of excavation noted on the drawings, such materials shall be removed and replaced with suitable compacted granular backfill material as hereinbefore specified.

3.7 Backfill Maintenance

The Contractor shall refill for settlement all backfilled areas. The surfaces of backfilled trenches shall be maintained in a safe and satisfactory condition at all times after being opened to traffic until the final acceptance of the contract work by the Owner.

3.8 Compaction Control

A. Use mechanical soil compaction equipment suitable for the soils and area being worked and capable of obtaining the densities specified. Hydraulic jetting or flooding of soil, to obtain densification, will not be permitted.

B. Maximum density and optimum moisture content refer to values determined by the standard test ASTM D 1557 (latest). Moisture content of backfill material, as it is being placed and compacted, shall be within +/- 2 percent of optimum moisture content.

C. Testing

1. The Contractor will retain a testing agency acceptable to the Owner. The testing agency retained by the Contractor will perform all required soils testing for the work. The cost of testing will be paid for by the Contractor, unless specified otherwise herein.

2. Field in-place density tests shall be performed in each 6-inch thick lift of compacted backfill and in the upper 12 inches below the bearing levels along the pipeline alignment. The density tests are necessary to verify that satisfactory compaction operations have been performed. Density testing shall be performed at one location for every 150 LF of trench excavations for every other lift of compacted fill. A minimum of one test between valves is required for every other lift regardless of the distance between valves. Backfill material which fails density tests shall be reworked and recompacted. Additional density tests for the reworked soils shall be at the Contractor's expense. Initial density tests for undisturbed in-place soils plus tests after first compaction, if required, will be paid for by the Contractor. Tests required for any additional compaction of the soil shall be at the Contractor's expense.

3. The Owner's Representative will judge soils to be suitable or unsuitable. If the Contractor does not agree with the judgment of the Owner's Representative, soil tests will be performed on the material in question. These tests shall be at the Contractor's expense when test results confirm the Owner's Representative's judgment.

3.9 Protective Sheeting

A. The Contractor shall provide and maintain protective sheeting (including shoring and bracing) as may be required to retain soil, protect workers, protect existing facilities (structures, utilities, pavement, etc.) or confine the construction to a required area. It shall be the Contractor's responsibility to provide safe protective sheeting, when required, without being instructed to do so at no additional cost to the Owner. Detailed plans and calculations for protective sheeting shall be submitted to the Owner for review.

B. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

C. All protective sheeting shall be removed by the Contractor. The removal shall be completed in a manner which will not disturb or damage the finished work or existing facilities. All backfill requirements shall be met.

D. Steel drag shields or trench boxes may be used and shall be Steel Safety Shield as manufactured by Safety Shoring Shields, Inc., Efficiency Trench Box as manufactured by Efficiency Production, Inc; or equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.

B. The Work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary to protect the Work and prevent sedimentation from the Contractor's activities from entering water bodies or other property owner's sites outside the Construction limits.

C. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 REQUIREMENTS

A. The Contractor is responsible for providing effective temporary erosion and sediment control measures during Construction or until final controls become effective.

B. The areas of unstabilized soil cover shall be minimized at all times to limit erosion and sedimentation.

C. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities. Erosion control measures will be maintained at all times. If implementation does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed until effective erosion and sediment control is achieved. The contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

D. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to or concurrent with land-disturbing activities.

E. Erosion and sediment control measures shall be maintained at all times, if implementation does not provide for effective erosion and sedimentation control, additional erosion and sedimentation control measures shall be implemented to control or treat the erosion or treat the erosion or sediment source by the contractor as needed until effective erosion and sediment control is achieved.

F. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any stormwater conveyance, drainage ditch, canal, or waterway.

G. The contractor shall prevent offsite tracking of material.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with these Contract Documents.

B. The projects that disturb greater than one acre, the Contractor shall prepare and submit an Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) for Owner review and acceptance. The Plan shall be in effect throughout the Construction duration.

C. The projects that disturb greater than one acre, the Contractor shall submit copies of applicable permits, Notice of Intent, and Notice of Termination.

1.04 REFERENCE STANDARDS

A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

Florida Department of Transportation (FDOT)

FDOT Spec. Section 103 - Temporary Work Structures

FDOT Spec. Section 104 - Prevention, Control, and Abatement of Erosion and Water Pollution

FDOT Spec. Section 530 - Revetment Systems

FDOT Spec. Section 982 - Fertilizer

FDOT Spec. Section 983 - Water for Grassing

FDOT Spec. Section 985 - Geosynthetic Materials

1.05 QUALITY ASSURANCE (NOT USED)

1.06 WARRANTIES

A. Warranties shall be in accordance with these Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements in these Contract Documents for Delivery, Storage, and Handling of the items specified in this Section.

1.08 QUALIFICATIONS (NOT USED)

1.09 REGULATORY REQUIREMENTS

A. The Contractor shall be responsible for filing Notice of Intent (NOI) and Notice of Termination (NOT) for Construction Activities with regulatory agencies (SJRWMD, SFWMD, and FDEP) as required by law, if thresholds are expected to be exceeded.

B. Erosion-control measures shall be performed conforming to the requirements of and in accordance with approved plans by applicable state and local agencies and as specified by the erosion-control notes included on the Drawings and as required by these Specifications.

C. The Contractor shall comply with all local, State, and Federal agencies, laws, and rules.

1.10 PRACTICES

A. The Contractor shall adhere to the following:

1. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.

2. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.

3. Avoid equipment crossings of streams, creeks, and ditches where practicable.

4. The contractor shall furnish and install tree protection, erosion, and sediment control measures prior to any other construction activity and

shall maintain such appurtenances until permanent ground cover is established and all land-disturbing activities in the area have ceased.

1.11 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.

B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.

C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.

D. The Contractor shall use silt fences, synthetic bales and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.

E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 – PRODUCTS

2.01 GENERAL

A. Open-mesh biodegradable mulching cloth.

B. Fertilizer shall be slow release 10-10-10 grade or equivalent.

C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.

D. Grass shall be in accordance with Section 02936, Grassing, Seeding and Sodding.

E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.

F. Floating or staked turbidity barriers as specified in FDOT Spec. Section 985 and FDOT Standard Index 103.

G. Erosion Stone: FDOT Section 530

1. Sand-Cement Riprap

2. Concrete Block

3. Rubble 20 to 300 pounds each

H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.

I. Synthetic bales in accordance with FDOT Section 104.

PART 3 - EXECUTION

3.01 CLEARING

A. The Contractor shall schedule and perform clearing and grubbing so that subsequent erosion-control practices can follow immediately. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be stabilized within 14 days and planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REQUIREMENTS

A. Install and maintain silt fences, dams, traps, barriers, and appurtenances as shown on the drawings. Replace deteriorated hay bales, silt fence, and dislodged filter stone. Repair portions of any devices damaged at no additional expense to the Owner.

B. Install all sediment control devices in a timely manner to ensure the control of sediment. At sites where exposure to sensitive areas is likely, complete installation of additional sediment control devices before starting earthwork.

C. Use approved temporary erosion control features to correct conditions that develop during Construction that were not foreseen when the initial Erosion and Sedimentation Control Plan was first developed.

D. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within

30 calendar days on that portion of the tract upon which further active construction is to be undertaken.

E. If any earthwork is to be suspended for any reason for longer than 14 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

F. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results that comply with the requirements of the Regulatory agency having jurisdiction or the Owner, the Contractor shall immediately take whatever steps necessary to correct the deficiency at its own expense to protect the Work and any adjacent property to the site, as well as to prevent contamination of any stormwater conveyance, river, stream, lake, tidal waters, reservoir, canal, IMS4, or other water impoundments.

G. The side slope areas with unstabilized or unprotected soil cover shall be minimized at all times to limit erosion and sedimentation.

H. Incorporate permanent erosion control features into the Project at the earliest practical time.

3.04 VEGETATIVE COVER

A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:

Fertilizer—per manufacturer's recommended rate.

B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02936, Grassing, Seeding, and Sodding.

C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified in Section 02936, Grassing, Seeding, and Sodding.

3.05 MAINTENANCE

A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control

devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

A. Near completion of the project and/or in accordance with the Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) and the Notice of Intent for Construction Activities filed with regulatory agencies, as acceptable to the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.

B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02750

REMOVING AND REPLACING PAVEMENT

PART 1 - GENERAL

1.1 Scope

A. The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of sewer and utility appurtenances and structures.

B. All paved street or other paved areas cut by these operations shall be repaired and repaved in a workmanlike manner as shown or specified. All work shall be in accordance with Florida State Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless noted otherwise herein or on the Plans.

C. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

1.2 References

A. ASTM International

1. ASTM A 185 – Welded Steel Wire Fabric for Concrete Reinforcement.
2. ASTM A 615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement,
3. Grade 60.
4. ASTM C 33 – Concrete Aggregate.
5. ASTM C 94 – Ready-Mixed Concrete.
6. ASTM C 143 – Slump of Hydraulic Cement Concrete.
7. ASTM C 150 – Portland Cement.
8. ASTM C 171 – Sheet Materials for Curing Concrete.
9. ASTM C 171 – Sampling Freshly Mixed Concrete.
10. ASTM C 173 – Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
12. ASTM D 422 – Particle-Size Analysis of Soils.
13. ASTM D 1752 – Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction.

B. State of Florida, Department of Transportation (FDOT): standard Specifications for

Road and Bridge Construction, Latest Edition.

1. The provision therein for method of measurement and payment do not apply.
2. References to "Engineer" and "State" shall be interpreted to mean "Authority's designated representative."

C. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

1.3 Quality Assurance

A. Except as modified herein or as indicated, work and materials shall be performed and furnished in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Obtain all materials from respective same source throughout construction operations.

C. Coordinate density testing of subbase, base course & compression strength testing of concrete with testing laboratory employed and paid for at the contractor's expense.

1.4 Submittals

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the material producer and the Contractor.

1.5 Conditions

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.

2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.

3. Place base course when air temperature is above 35 degrees F and rising.

B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations

PART 2 - PRODUCT

2.1 Materials and Construction

A. All material shall conform to the applicable sections of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition).

B. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictates, a specialty Contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

PART 3 - EXECUTION

3.1 Removing Pavement

A. Remove existing pavement as necessary for installing the pipe line, lateral, and/or cleanout and appurtenances.

B. In areas where pavement will be removed or overlaid, the Contractor shall locate existing valves, and manholes, and shall document the location. The documentation shall include two measurements from the valve or manhole to permanent object such as a tree, fire hydrant, house corner or similar. It is the intent to provide a means to locate the valves and manholes so that they can be located and brought to grade following paving.

C. Prior to excavation in paved streets or other paved areas, the pavement shall be cut along straight and perpendicular lines. Just prior to repaving, jagged edges shall be squared and cut to a string line so that the patch will present a neat appearance.

D. Centerline stripes or other pavement markings which existed prior to the start of construction shall be replaced. No separate payment will be made for stripping or marking unless shown.

E. The paved surface of the replacement shall be finished flush with the existing pavement and shall conform to the existing street contour.

F. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.

G. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.

H. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.

I. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest

undisturbed joint.

J. Pavers: Remove pavers so that they remain intact. Store safely to avoid damage.

3.1 Replacing Pavement

A. Pavement shall be replaced as soon as practical after all testing is completed and underground construction is approved. In no case shall an area remain unpaved for more than 14 days after the original surface was removed. Should completion of testing and approval preclude final paving within 30 days, temporary asphaltic concrete patching shall be installed and maintained until pavement can be replaced in accordance with the standard detail drawing.

B. During backfilling and compaction of the backfill, arrange to have the subgrade material verified and tested. The subgrade shall meet the requirements for Type B stabilization.

C. Temporary trench backfill along streets and driveways shall include 8-inches of lime rock base, crushed stone, crushed concrete as a temporary surfacing of the trenches, or asphalt as directed by the County of FDOT. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the pavement is replaced. All temporary surfacing not meeting the requirements for the pavement (including base) shall be removed.

D. Replace driveways, sidewalks and curbs with the same material as existing, to nearest existing undisturbed construction joint and to the same dimensions as those existing.

E. Where the paved surface is to be replaced, the temporary surface and backfill material shall be removed to the depth and width as required to replace the pavement in accordance with the Authority having jurisdication. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.

F. Pavement Resurfacing (asphalt overlay)

1. Certain areas to be resurfaced may be specified or noted on the Drawings.

2. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and backfill with compacted Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.

G. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be

10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

H. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County or FDOT.

I. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.2 Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced in accordance with the FDOT standard specifications for Road and Bridge Construction, unless modified herein.

2. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.

3. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.

4. Securely hold forms in place true to the lines and grades to match existing.

5. Wood forms may be used on sharp turns and for special sections, as approved by the County or FDOT. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.

6. All mortar and dirt shall be removed from forms and all forms shall be thoroughly wetted before any concrete is deposited.

B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.

C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes

shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

D. The subgrade shall be at a depth equal to the thickness of the concrete, plus two inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material.

E. Joint for Curbs

1. Joints shall be constructed to match existing or as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.

2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.

3. Install expansion joint materials at the point of curve at all street returns.

4. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.

5. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.

F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is

complete.

5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Authority.

2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Authority.

I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Authority.

J. Paver Installation – Reinstall pavers to their original position.

K. Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Authority. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

L. Supervision and Approval

1. Pavement restoration shall meet the requirements of the agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.

2. Obtain the County's or FDOT’s approval for restoration of pavement.

3. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded and warranty periods, promptly restore or repair defects.

4. If replacement of the asphalt surface is required to repair defect, the entire lane shall be replaced for a distance that extends 10 feet beyond the limits of the defected area.

M. Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition. Surplus material and debris shall be disposed of by the Contractor at an off-site location in accordance with the local, State and Federal Agency requirements.

END OF SECTION

SECTION 02766

RELINING UNDERGROUND PIPELINES

PART I – GENERAL

A. DESCRIPTION

This section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification describes CIPP relining for 8-inch to 24-inch diameter piping. CIPP rehabilitation of service laterals lining is described in Section 02767 Sanitary Sewer Service Lateral Rehabilitation.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following activities:

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

C. EQUIPMENT/VEHICLES

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. REFERENCED DOCUMENTS

This specification references the following standards from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern:

- ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Rehabilitation of Existing Pipelines by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

D. REQUIREMENTS:

1. The Contractor shall be certified in confined space entry and traffic control per OSHA requirements.
2. Cleaning of Sewer Lines: The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
3. Bypassing Sewage: The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
4. TV and Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
5. Manhole/Liner Interface: It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
6. Service Reconnection: Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device. The service reconnection will not be considered by

the Owner to be complete until it is polished.

7. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
8. The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
9. The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
10. The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, Clay County and the Town of Orange Park. The Contractor shall be responsible for ensuring the MOT plan meets with theses agencies approval.
11. The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to CCUA's Miller Street Wastewater Treatment Plant located at 1601 Bartlett Avenue, Orange Park, FL 32073 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
12. The contractor shall be responsible for all costs associated with cure water disposal.
13. The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
14. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
15. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, ad may be amended from time to time.
16. The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
17. The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A construction meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is

not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

1. Tube – the sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1763, Section 5.2.1 or ASTM D 5813, Section 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

    a) The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

    b) The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

    c) The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

    d) The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

    e) The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

    f) Seams in the Tube shall be stronger than the non-seamed felt material.

2. Resin – The resin system shall be a corrosion resistant polyester or vinyl ester system

including all required catalysts, initiators that when within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.

2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

3. The cured pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES			
		Cured Polyester Composite	
Property	Test Method	Min. per ASTM F1216	Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

C. PRODUCT PERFORMANCE

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

For a *product* to be considered commercially proven, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 500,000 linear feet of 8" through 24" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

D. INSTALLER QUALIFICATIONS

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least five (5) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have

successfully installed at least 1,000,000 linear feet within 24 months of the proposed product in sanitary sewer systems.

E. CLEANING CONTRACTOR QUALIFICATIONS

Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

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

b. Submittals:

1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.

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

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

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum

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

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructing in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.

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

4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.

5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the

Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

d. Execution:

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

2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

   The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

e. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools

which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

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

f. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners may be used, when appropriate, for pipe cleaning.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.

g. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. Acceptable methods include lumberjack cutters, chain cutters/knockers, and porcupine cleaners. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to CCUA.

h. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to acceptance of the Owner. Contractor shall salvage and reuse all manhole covers and rings that are removed

during sewer line and manhole rehabilitation.

i. Material Removal and Cleanup:

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

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Procedures may include hydro-cleaning and the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, lumberjacks, chain cutters/knockers and porcupines.

3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

   3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation.

4. Manhole Clean-up: Clean up operations shall consist of cleaning all debris out of the man hole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary mater in a location acceptable to the Owner.

5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

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

k. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

E. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and USB drive or archive quality DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

F. INSTALLATION OF CIPP

1. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:

    i. Resin impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin

during installation through cracks and irregularities in the original pipe wall, as applicable.

ii. Tube insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

iii. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

v. Reinstatement of branch connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by CCTV. Unless otherwise directed by the Owner, all laterals will be reinstated. No additional payments will be made for excavations for the purpose of reopening connections.

G. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

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

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall

prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

H. LOCATES: Contractor responsible for all utility locates.

I. ISOLATION AND BYPASS OPERATIONS:

a) Contractor shall be solely responsible for all isolation and bypass operations under all conditions. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:

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

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

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

4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and

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

6. Coordinating with Owner for modifying the operations plan, which may include temporary suspension of pump station operations or performing work during periods of low flow.

7. Tanker trucks, if necessary and only when approved by Owner, which will be the responsibility of the Contractor.

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

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

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

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

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

4. Monitor lubrication levels and top off as necessary.

5. Facilitate minor repairs as required.

6. Report to Owner on problems arising.

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

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

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pay such fines as are imposed by the authorities. The Owner shall pay no fine(s) where is it shown the contractor was entirely responsible for any overflow or spillage.

f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

J. WORK PRODUCT SUBMITTALS:

a) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and accepted no less than two weeks prior to execution of the work. The contractor is not to mobilize prior to acceptance of the pumping plan.

b) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

K. SITE RESTORATION:

1. The contractor shall restore the work site(s) on a daily basis where practical. All obstruction shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

2. Site Restoration shall be performed in accordance with the following Sections:

- Section 02140 Dewatering
- Section 02221 Trenching, Backfilling and Compacting
- Section 02370 Erosion and Sediment Control
- Section 02750 Removing and Replacing Pavement
- Section 02767 Sanitary Sewer Service Lateral Rehabilitation
- Section 02936 Grassing, Seeding or Sodding.

L. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five- year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

END OF SECTION 02766

SECTION 02767

SANITARY SEWER SERVICE LATERAL REHABILITATION

PART 1 - GENERAL

A. SUMMARY

It is the intent of this portion of the specification to provide for the re-construction of 4-inch through 6-inch diameter service laterals and connections in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place pipe (CIPP) liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

B. QUALIFICATIONS OF CONTRACTOR

The contractor or subcontractor performing the work of this section shall be employees of the company manufacturing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufactured System must have a minimum of a five (5) year history of satisfactory performance with a minimum of 30,000 CIPP lateral installations. The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

C. RELATED SECTIONS

a. Section 02140 - Dewatering
b. Section 02221 – Trenching, Backfilling and Compacting
c. Section 02370 – Erosion and Sedimentation Control
d. Section 02750 – Removing and Replacing Pavement
e. Section 02936 – Grassing, Seeding, or Sodding.

D. ACTIVITIES INCLUDED

a. Bypass pumping
b. Pipe cleaning

c. Closed circuit television (CCTV) inspection
d. Liner installation
e. Cleanout assembly installation
f. Site restoration.

E. REFERENCES

a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
    i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
    ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
    iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems.

F. SUBMITTALS

a. Product data
    i. Resin
        1. Long term test creep data confirming the resin system's 50-year design life in accordance with ASTM D2990.
        2. Chemical Resistance per ASTM F1216
        3. Certificate of Compliance with ASTM F1216
        4. Material Safety Data Sheets (MSDS)

    ii. Liner
        1. Certificate of Compliance in accordance with ASTM F1216
        2. Certificate of Compliance in accordance with ASTM F1743 for pull-in-place tubes.

b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216.

PART II - PRODUCTS

A. MATERIALS

a. GENERAL REQUIREMENTS:

    i. Tube and resin will meet the requirements of ASTM F1216, F1743 and D5813.

    ii. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be

analyzed for chemical content. This analysis shall be supplied to the Installer for his information.

b. CIPP LATERAL MATERIALS:

i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.

ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for including the costs associated with the installation of the cleanout in his bid price for lateral lining.

When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.

iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.

ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The

design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM	RESULTS
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

B. APPROVED MANUFACTURERS/PRODUCTS:

a. BLD "Service Connection Seal + Lateral" of BLD Services, LLC
b. or pre-approved equal.
c. Cleanout assemblies in accordance with Exhibits 1 and 2 included at the end of this section.

PART III - EXECUTION

A. INSTALLATION PREPARATIONS:

a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the cleanout or access pit will be the responsibility of the Contractor and must be included within the Lateral CIPP Lining bid item. If a cleanout already exists or is required by the Owner, it shall be constructed of materials which provide a four inch (4") minimum diameter circular opening, if service lateral is six inch (6") than a six inch minimum diameter opening is required.

b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.

d. Installation of Cleanout – If required by field conditions, a cleanout will be installed in accordance with Exhibit 1 and Exhibit 2 at the end of this section.

e. Inspection of Pipelines – It is the intent of this specification for inspection of

the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A USB drive or archive quality DVD and suitable log shall be kept for later reference by the Owner. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

f. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.

g. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using their services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.

h. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

i. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

B. INSTALLATION OF LATERAL LINING

a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.

b. The wet-out liner shall be loaded inside a pressure apparatus above ground and

utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) or a Silicate Resin shall be applied to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. **NOTE: No UV cure systems will be allowed.**

e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.

i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.

j. After the work is completed, the Installer will provide the Owner with a USB or archive quality DVD showing the completed work including the restored conditions. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

C. SITE RESTORATION

a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.

b. Site Restoration shall be in accordance with the following related specifications:

i. Section 02140 - Dewatering
ii. Section 02221 – Trenching, Backfilling and Compacting
iii. Section 02370 – Erosion and Sedimentation Control
iv. Section 02750 – Removing and Replacing Pavement
v. Section 02936 – Grassing, Seeding, or Sodding.

D. MEASUREMENT and PAYMENT:

a. Measurement for the work for the Lateral CIPP Lining included in this section will be in accordance with the units set forth in the proposal. Unit prices shall include all labor, materials and equipment required to complete the work as specified. The unit prices shall also include mobilization (except for emergency response), demobilization, CCTV prior to and after lining, lateral cleaning, and bypass pumping of mainline flow.

b. Measurement for installation of a cleanout will be per cleanout and will include all labor and materials to install the cleanout.

c. Measurement for Site Restoration work will be measured as set forth in the applicable related site restoration specifications listed above.

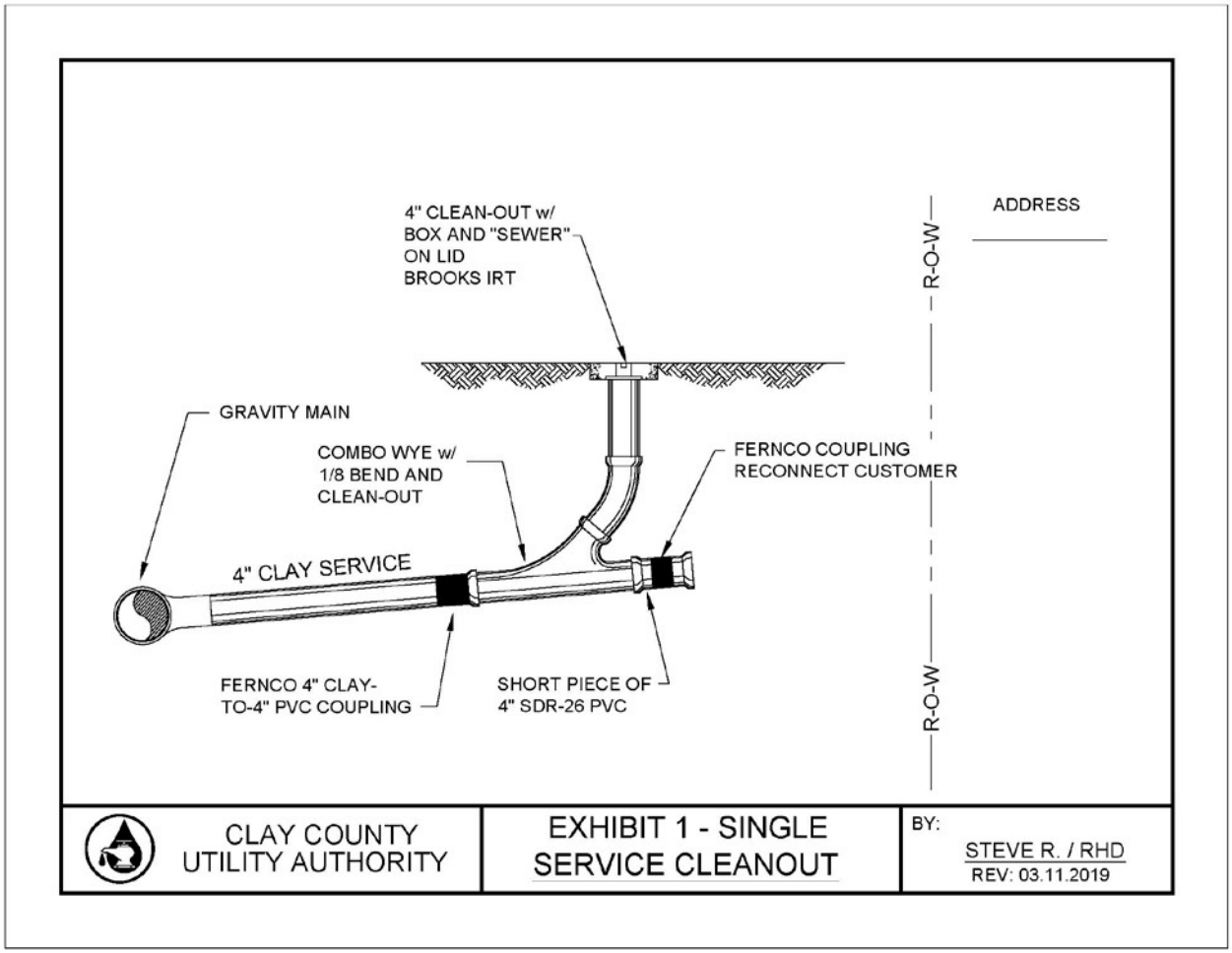
d. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

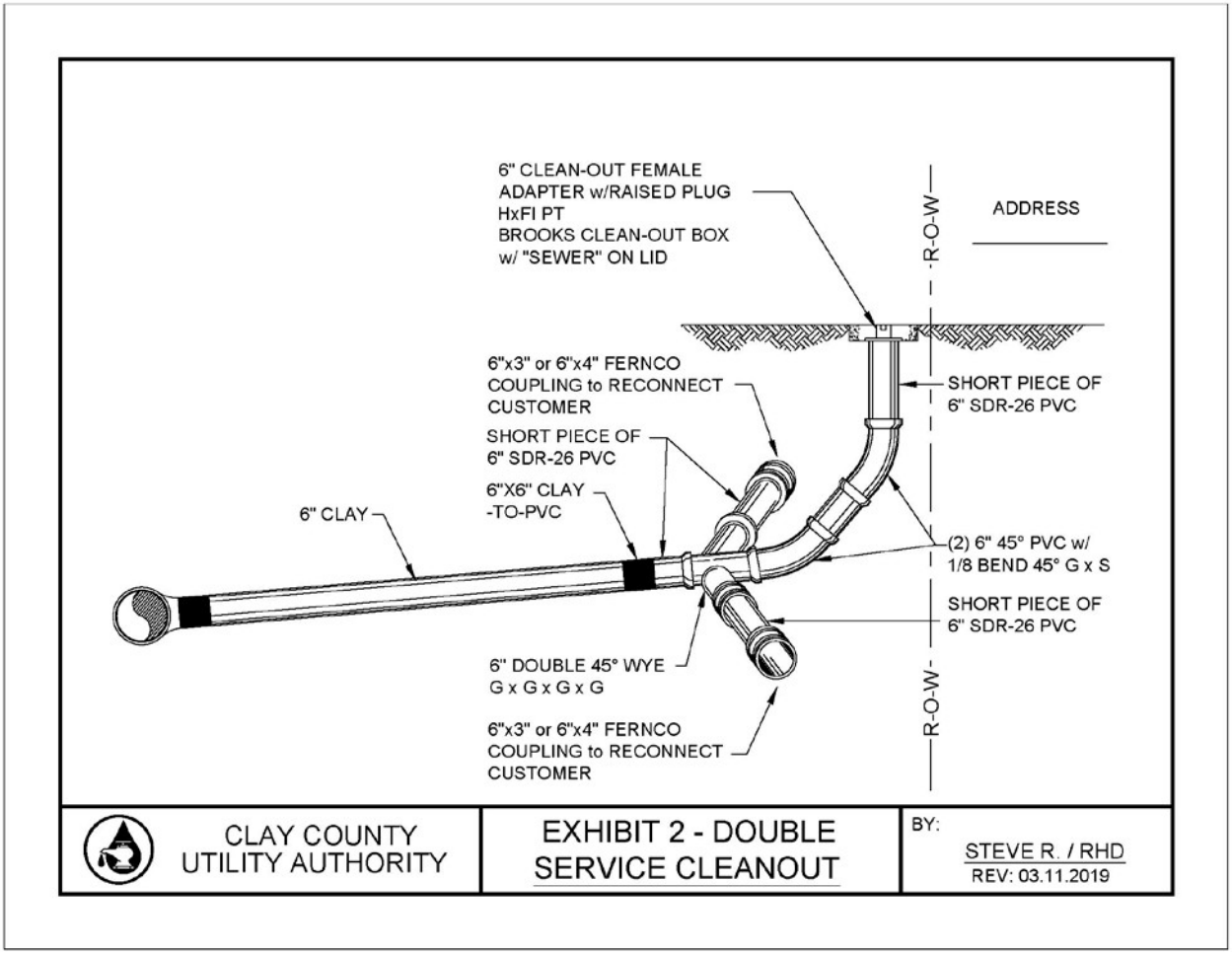
E. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.


4" CLEAN-OUT w/
BOX AND "SEWER"
ON LID
BROOKS IRT
ADDRESS
R-O-W
GRAVITY MAIN
COMBO WYE w/
1/8 BEND AND
CLEAN-OUT
FERNCO COUPLING
RECONNECT CUSTOMER
4" CLAY SERVICE
FERNCO 4" CLAY-
TO-4" PVC COUPLING
SHORT PIECE OF
4" SDR-26 PVC
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 1 - SINGLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019


6" CLEAN-OUT FEMALE
ADAPTER w/RAISED PLUG
HxFI PT
BROOKS CLEAN-OUT BOX
w/ "SEWER" ON LID
R-O-W
ADDRESS
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
SHORT PIECE OF
6" SDR-26 PVC
SHORT PIECE OF
6" SDR-26 PVC
6"X6" CLAY
-TO-PVC
6" CLAY
(2) 6" 45° PVC w/
1/8 BEND 45° G x S
SHORT PIECE OF
6" SDR-26 PVC
6" DOUBLE 45° WYE
G x G x G x G
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 2 - DOUBLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019

END OF SECTION

SECTION 02768

MANHOLE AND LIFT STATION WETWELL REHABILITATION

PART I – GENERAL

A. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for repairing, adjusting, modifying, or installing a specialty coating or lining for the interior surfaces of manholes and lift station wet wells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

D. COVERAGE:

The lining/coating shall cover all concrete surfaces within the wet well or manhole including the adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA will require the contractor to perform work outside of the normal work schedule. These operational and manpower limitation, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SHOP DRAWING SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at

any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. INTERIOR MANHOLE/LIFT STATION WETWELL COATING

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. This liner material shall provide a corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide.

2. PROPERTIES:

The lining system to be utilized shall be 100% calcium aluminate cement with 100% calcium aluminate aggregate and with the following minimum performance parameters:

PARAMETER	12 HRS	24 HRS	7 DAYS	28 DAYS
Compressive Strength, psi (ASTM C945)	>6000	>7000	>9000	>9000
Flexural Strength, psi (ASTM C293)	>1000	>1300	>1400	>1400
Shrinkage at 90% Humidity (ASTM C596)		>0.02	>0.04	>0.06
Freeze/Thaw after 300 Cycles (ASTM C666)	No Damage	No Damage	No Damage	No Damage
Tensile Strength (ASTM C900 modified)	200 – 300 psi Tensile Strength			
Air Void Content 7 Days (ASST. C457)	3%			
Specific Gravity/Absorption Test 7 Days (ASTM C642)	4-5%			

3. MATERIALS:

Mortar furnished under this specification shall be pre-packaged mortar, including all cement, aggregate, and any required admixtures or fibers. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce a mortar suitable for pneumatic application. Typical package weights shall not be less than 50 pounds. Coating shall be 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

B. COATING/LINING REPAIR

Coating or lining repair for a wetwell or manhole will be performed with 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

C. MANHOLE ADJUSTMENT

Materials for manhole adjustment shall be in accordance with CCUA Standard Materials for the following:

a. Adjustment rings
b. Cone or riser section
c. Manhole frame and cover
d. Invert replacement
e. Inside drop system.

D. STOP LEAK REPAIR

CCUA approved products for leak repair include Hyperform by Quadex, Quad-Plug™ by Quadex, Seal Guard II, Avanti AV 202 Multigrout, and Parson Seal-Tite. All other products must be pre-approved by CCUA before installation.

PART III – EXECUTION

A. CEMENTITIOUS BARRIER

1. INSTALLATION:

1.1 High pressure water or sand spray blasting equipment shall remove all deteriorated concrete, (minimum of 3500 psi), hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be a cleaned, exposed and virgin

concrete aggregate ready for rehabilitation material. The blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:

1.2.1 Leaks
1.2.2 Cracks
1.2.3 Holes
1.2.4 Exposed Rebar
1.2.5 Ring and Cover Condition
1.2.6 Invert Condition
1.2.7 Inlet and Outlet Pipe Condition

1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be repaired using a urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Owner approved alternate method.

1.4 Materials shall be sprayed applied by either a wet gunning (low pressure spray) or dry gunning (shotcrete) method and shall conform to the "Suggested Manufacturer Procedures" document as supplies by the manufacturer. The equipment shall be clean and free of any hydrated or unhydrated Portland Cement to prevent acceleration of SewperCoat. To ensure a good bond, the newly blasted surface shall be thoroughly moistened with water prior to application. The material shall be applied in one or more layers to such total thickness as required. A minimum of one-half inch shall be applied. After spraying, the material shall be brushed or trowel finished. A moist curing environment is typically activated by replacing the manhole lid cover. If not, a heavy application of curing compound shall be applied.

B. LEAK REPAIR

The work on some manholes/wetwells will include appling a dry quick-setting material designed to instantly stop running water or seepage. Installation of leak-stop materials shall be in accordance with manufacturer's recommendations and the following minimum specifications:

1. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
2. Once cleaned, prepare crack or hole by chipping out loose material.

3. Apply the dry quick-setting material to the active leak, per the manufacturer's recommendations.

C. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

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

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

D. CONSTRUCTION VIDEO AND PHOTOGRAPHS

Contractor is responsible for documenting pre-existing site conditions in accordance with Section 01320 Construction Video and Photographs.

E. BYPASS PUMPING

1. The Contractor is responsible for the setup, installation, operation and maintenance of bypass pumping operations as required.

2. The Contractor shall prepare and submit a bypass pumping plan for each work area. The plan should detail the sequence of manhole rehabilitation system installations, plug locations, suction manholes, discharge manholes, pump size and pump locations. The plans should include preferred lane closures, if necessary.

END OF SECTION

SECTION 02769

TREATMENT PLANT WETWELL REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The work described within details a complete program for wastewater treatment plant wetwell rehabilitation and lining. This specification details the methods, procedures, materials and equipment required to produce "A Total Lining System for Wastewater Structures". The completed system will provide a corrosion resistant liner that restores the surface profile and eliminates water infiltration and exfiltration.

B. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for installing a specialty coating or lining for the interior surfaces of wastewater treatment plant wetwells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA may require the contractor to perform work outside of the normal work schedule. These operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. Polyurethane/Modified Polymer Barrier

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be SpectraShield as manufactured by CCI Spectrum, Inc., or CCUA pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

2.1 The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the sever effects of hydrogen sulfide in a wastewater environment.

2.2 Abrasive blasting equipment should be suited to completed remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the owner.

2.3 Equipment for installation of lining materials shall be high quality grade as

recommended by the manufacturer.

2.4 The lining system to be utilized shall be a multi-component stress panel liner system as described below:

2.4.1 Liner:

Installation	Liner
a. Moisture Barrier	Modified Polymer (Silicone modified polyurea)
b. Surfacer	Polyurethane/Polymeric Blend Foam
c. Final Corrosion Barrier	Modified Polymer (Silicone modified polyurea)

2.4.2 Moisture barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.3 Surfacer: Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

2.4.4 Final Corrosion Barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.5 Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

PART III – EXECUTION

A. SURFACE PREPARATION:

1. Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

2. After completion of surface preparation, blasting phase, perform the seven-point checklist, which is the inspection for:

2.1 Leaks
2.2 Cracks
2.3 Holes
2.4 Exposed Rebar
2.5 Ring and Cover Condition
2.6 Invert Condition
2.7 Inlet and Outlet Pipe Condition

3. After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, grout or Owner approved alternate method.

4. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

B. MATERIAL INSTALLATION:

1. The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Owner.

2. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

3. Provide final written report to Owner detailing the location, date of report, and description of repair or original installation.

4. Inspection and repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

END OF SECTION

SECTION 02936

GRASSING, SEEDING OR SODDING

PART 1- GENERAL

1.1 Scope of Work

A. The work specified in this section consists of establishing a stand of grass within the areas called for and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.3 Submittals

A. Seed mix: Manufacturer's warranted analysis for percentages of mixture, purity, and germination
B. Sod: State certification of origin and health of sod; sod supplier's recommended fertilizer application rates
C. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates
D. Soil test results to determine fertilizer need.
E. Watering Plan
F. Mulch type.

PART 2 - PRODUCTS

2.1 Fertilizer

All fertilizer shall comply with state laws and regulations and shall be fully labeled at the time of delivery to the job site. For bidding purposes, the fertilizer shall be considered 10-10-10 which has a chemical analysis as follows:

Total nitrogen:	not less than 10%
Available phosphoric acid:	not less than 10%
Water-soluble potash:	not less than 10%.

Actual nutrients of fertilizer to be applied will be as determined by soil test results.

2.2 Seed Mixture

A. Seed Mixture
Unless other types of seed are called for, seed shall be selected to match in situ varieties and seasons variations free of weeds and pest. Seed which has become wet

or moldy shall not be used. Seed shall have a minimum active germination of 40 percent and a total germination of 85 percent.

B. Certification of Seed

All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state and local laws. The Contractor shall submit to the Owner a certification tag for each type of seed used prior to sowing of seed. The certification tag shall have the following information:

1. Grass Type and Variety

2. Percent of Inert Matter

3. Germination Percentage

4. Percent of Weed Seed.

2.3 Sod

Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, selected to match in situ varieties. In FDOT right-of-way, Bermuda sod shall be used. Sod shall be well-matted with roots and be free of weeds and pests. Where sodding will adjoin or be in sufficiently close proximity to private lawns, sod shall match type and variety of the affected property owners and acceptable to the Owner.

A. The sod shall be taken up in commercial-size rectangles, or rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sources of the sod may be inspected and acceptable to the Owner prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

B. Aceptable devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

2.4 Mulch: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when acceptable to the Owner.

PART 3 - EXECUTION

3.1 Preparation of Ground

Final grading and cleaning shall be completed prior to the preparation of ground for grassing. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operation. No subsequent operations shall be commenced until the Owner has accepted the condition of prepared areas.

3.2 Fertilizing

Commercial fertilizer shall be spread uniformly over the area to be grassed by machine spreading at the rate recommended by manufacture, soil needs, and grassing. Immediately after the fertilizer is spread, it shall be raked and thoroughly mixed with the soil to a depth of approximately two inches.

3.3 Grassing by Seeding

When called for in the plans or special conditions, grass seed shall be furnished and placed in the areas to be grassed and maintained to assure a healthy stand of grass.

A. Placement of Seed

Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. Four (4) foot wide sod strips shall be placed along and around edge of pavement, buildings, tanks, manholes, ditches, swales, and ponds prior to seeding. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader. The rate of spreading shall as recommended by the supplier and sufficient for the establishment of permanent and total grass coverage unless otherwise designated.

B. Mulch

Immediately after completion of seeding, dry mulch shall be uniformly applied over the seeded area approximately two (2) inches, loose thickness. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of three (3) to four (4) inches and rolled with a cultipacker, traffic roller or other suitable equipment. Mulch shall be suitable to promote the grown and establishment of the grass seed free of weeds or foreign material. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

3.3 Grassing by Sodding

When called for in the plans and special conditions, grass sod shall be furnished and placed in the areas to be grassed and shall be maintained to assure a healthy stand of grass.

A. Placement of Sod

Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Owner after their careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an aacceptable manner and maintained properly moistened.

1. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.

2. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools or rolled with approved rollers.

3. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6) inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces shall be tamped so as to produce a featheredge effect.

4. On areas where the sod may slide, due to height or slope, pegs driven through the sod blocks into firm earth, at suitable intervals shall be used and included in the contractors lump sum cost. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work at no extra cost to the Owner.

B. Certification of Sodding Materials

The Contractor shall comply with all current restrictions in regard to movement of sod, into or within areas which are outside of QUARANTINE BOUNDARIES for the white fringed beetle and the imported fire ant, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, United States Department of Agriculture. Prior to placement of sod, the Contractor shall submit to the Engineer a certification tag from each type of sod used stating the type and variety of sod and the date of cutting.

3.4 Watering of Grassed Areas

The grassed areas shall be watered for the duration of the contract so as to provide optimum growth conditions for the establishment of the grass at the Contractor's Expense. In no case, however, shall the period of maintaining such moisture be less than two weeks after planting. The water used may be obtained from an acceptable spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water SHALL NOT be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site.

3.5 Maintenance of Grassed Areas

The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Owner, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, disease, or failure to provide routine maintenance of such area, such replacement shall be at the Contractor's expense.

END OF SECTION

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2026
Agenda Date:	October 13, 2026
File ID:	2026-864
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2026 through September 30, 2029.

BACKGROUND:

The Fire District Chiefs are under their own supervisory collective bargaining agreement (CBA) in the Fire Department represented by Teamsters Local Union 769 (Teamsters). The prior three-year collective bargaining agreement term expired on September 30, 2026. Since May 2026, Cocoa City Staff began working with the Teamsters to renegotiate a new three-year collective bargaining agreement. The negotiation team for the City included: City Manager Stockton Whitten, Human Resources Director Lorne Stinnett(served as Chief Negotiator), Fire Chief Jonathan Lamm, Assistant Fire Chief Roderick Moore, and Finance Director Rebecca Bowman.

The City and Union tentatively approved the contract proposal for a three-year term of October 1, 2026, through September 30, 2029. The union held a ratification vote on September 21, 2026, with a 2-0 final vote to ratify the CBA.

Highlights of the contract modifications include:

· **Article 15 Wages:** Negotiated wage increase of 7% for District Chiefs hires prior to June 30th, prorated increase for those hired after. There was also an increase to the minimum and maximum pay grade for District Chief of 7%. Included new language to indicate the effective date of pay increase as the Monday that begins the first full pay period of the Fiscal Year. This article also states that wage increases will be negotiated for FY 28 and FY 29.

Article 16 Hours of Work Clean-up language to clarify the new compensatory time carry over limit of 72 hours per calendar year.

Article 26 Pension Clean-up language to remove section 2 from the previous contract. Section 2 added language that was only applicable to one bargaining unit member (District Chief Redmond). With the retirement of this member, that language was no longer necessary.

Article 35 Duration Negotiated a three-year agreement. Wage negotiations for FY 28 & 29. The City and the Teamsters Local 769 have the opportunity to open one article in addition to the wage article.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Yes

PREVIOUS ACTION:
The last collective bargaining agreement between the City of Cocoa and the Teamsters Local 769 was approved at the regular City Council meeting on March 26, 2024.

RECOMMENDED MOTION:
Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2026, through September 30, 2029.

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years ~~2024-26~~ 2027-29

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Teamsters Local Union No. 769, hereafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Assistant Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Assistant Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the Assistant Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a bi-weekly basis (first two pay periods of the month) and shall be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. Effective on the Monday that begins the first full pay period of Fiscal Year 2027, City shall provide bargaining unit members with a 7% wage increase. For Fiscal years 2028 & 2029 the parties agree to re-open this article for negotiations. All wage increases for District Chiefs are based on budgetary appropriations and council adoption. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Annual Minimum	Annual Maximum
Fire District Chief Union	TU1	$~~87, 308~~ $93, 444	~~$132,262~~ $141,544

Section 2. Bargaining unit members newly hired must be hired by June 30 of the Fiscal Year to be eligible for the full annual wage increase in the new Fiscal Year. Newly hired District Chiefs will be brought to the minimum of the new FY pay range prior to receiving ~~annual wage increase~~ the prorated annual wage increase on a quarterly basis as follows:

- Hire dates within October-December will receive 100% of increase.
- Hire dates within January – March will receive 66.6% of increase.
- Hire dates within April – June will receive 33.3% of increase.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached,

the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a “solo status” Paramedic shall receive a minimum incentive pay of $ 377.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank-and-File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department,or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this

Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to ~~nin~~ety-six (96) Seventy-two (72) hours and may not be carried over past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy, in accordance with the current SOP, with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $45.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers’ Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician’s note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

~~Section 2. In accordance with the Pension Plan Ordinance, for those bargaining unit members that were in a general non-union position at the time the accrual "snapshot" (Pensionable Earnings Leave Balances - August 8, 2013) was taken for calculation of pensionable payouts. The leave balances (sick and vacation) shall be calculated based off a forty (40) hour rate of pay, rather than the fifty (50) hour rate of pay. All other compensation for pension purposes shall remain in accordance with the pension ordinance.~~

Section 2. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 3. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

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District Chiefs given signing authority during the absence of the Fire Chief will receive 7.5% additional pay for hours worked during the time they have signing authority or serving as acting Fire Chief.

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 – DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2029. For Fiscal years 2028 & 2029 the parties agree to re-open Article 15 Wages and one additional article of each party's choosing. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2029, unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	TEAMSTERS LOCAL UNION #769
_____	_____
MICHAEL BLAKE, MAYOR	STEVE MYERS, BUSINESS AGENT
_____	_____
STOCKTON WHITTEN CITY MANAGER	EDWARD BRAGG, DISTRICT CHIEF
_____	_____
DATE SIGNED	DATE SIGNED

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years 2027-29

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Teamsters Local Union No. 769, hereafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Assistant Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Assistant Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the Assistant Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a bi-weekly basis (first two pay periods of the month) and shall be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. Effective on the Monday that begins the first full pay period of Fiscal Year 2027, City shall provide bargaining unit members with a 7% wage increase. For Fiscal years 2028 & 2029 the parties agree to re-open this article for negotiations. All wage increases for District Chiefs are based on budgetary appropriations and council adoption. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Annual Minimum	Annual Maximum
Fire District Chief Union	TU1	$93, 444	$141,544

Section 2. Bargaining unit members newly hired must be hired by June 30 of the Fiscal Year to be eligible for the full annual wage increase in the new Fiscal Year. Newly hired District Chiefs will be brought to the minimum of the new FY pay range prior to receiving the prorated annual wage increase on a quarterly basis as follows:

- Hire dates within October-December will receive 100% of increase.
- Hire dates within January – March will receive 66.6% of increase.
- Hire dates within April – June will receive 33.3% of increase.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum. There could be instances where the amount is

split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a “solo status” Paramedic shall receive a minimum incentive pay of $ 377.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank-and-File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It

is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed

upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to Seventy-two (72) and may not be carried over past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy, in accordance with the current SOP, with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $45.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers’ Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician’s note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

Section 2. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 3. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

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District Chiefs given signing authority during the absence of the Fire Chief will receive 7.5% additional pay for hours worked during the time they have signing authority or serving as acting Fire Chief.

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 – DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2029. For Fiscal years 2028 & 2029 the parties agree to re-open Article 15 Wages and one additional article of each party's choosing. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2029, unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	TEAMSTERS LOCAL UNION #769
_____	_____
MICHAEL BLAKE, MAYOR	STEVE MYERS, BUSINESS AGENT
_____	_____
STOCKTON WHITTEN CITY MANAGER	EDWARD BRAGG, DISTRICT CHIEF
_____	_____
DATE SIGNED	DATE SIGNED

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years 2023-24, 2024-25, and 2025-26

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Teamsters Local Union No. 769, hereafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Assistant Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Assistant Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the Assistant Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a bi-weekly basis (first two pay periods of the month) and shall be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. Bargaining unit members will receive the following wage increases for Fiscal Year 2024 effective as follows:

Employee	10/2/2023	4/1/2024	Total
Bragg	9%	2.5%	11.5%
Redmond	5%	0%	5%
Seeber	9%	3%	12%

Effective the first payroll period of Fiscal Year 2025, the City shall provide bargaining unit members with a 3% across the board wage increase or the same across the board wage increase provided to IAFF if greater than 3%, based on budgetary appropriations and Council budget adoption. For Fiscal Year 2026, wage increases will be established through the negotiations process.

The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	**Grade**	**Annual Minimum**	**Annual Maximum**
Fire District Chief Union	TU1	$87,308	$132,262

Section 2. Bargaining unit members newly hired must be hired by June 30 of the Fiscal Year to be eligible for the annual wage increase in the new Fiscal Year. The annual wage increase will be prorated on a quarterly basis as follows:

- Hire dates within October-December will receive 100% of increase.
- Hire dates within January – March will receive 66.6% of increase.
- Hire dates within April – June will receive 33.3% of increase.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a “solo status” Paramedic shall receive a minimum incentive pay of $261.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank and File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the

following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to ninety-six (96) hours and may not be carried over a past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $45.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal

year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers’ Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician’s note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

Section 2. In accordance with the Pension Plan Ordinance, for those bargaining unit members that were in a general non-union position at the time the accrual "snapshot" (Pensionable Earnings Leave Balances - August 8, 2013) was taken for calculation of pensionable payouts. The leave balances (sick and vacation) shall be calculated based off a forty (40) hour rate of pay, rather than the fifty (50) hour rate of pay. All other compensation for pension purposes shall remain in accordance with the pension ordinance.

Section 3. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 4. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

District Chiefs given signing authority during the absence of the Fire Chief will receive 7.5% additional pay for hours worked during the time they have signing authority or serving as acting Fire Chief.

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30,2026. For Fiscal Year 2026, the parties agree to re-open Article 15 Wages. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2026 unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA

MICHAEL BLAKE, MAYOR

STOCKTON WHITTEN
CITY MANAGER

3/26/2024
DATE SIGNED

TEAMSTERS LOCAL UNION #769

STEVE MYERS, BUSINESS AGENT

TOM REDMOND, DISTRICT CHIEF

4/1/24
DATE SIGNED

CITY COUNCIL AGENDA ITEM

Memo Date:	September 10, 2026
Agenda Date:	October 13, 2026
File ID:	2026-816
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Second and Final hearing 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.
On September 8, City Council APPROVED Ordinance 13-2026.

RECOMMENDED MOTION:

Staff recommends that the City Council APPROVE Ordinance No. 13-2026 at second and final reading.

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.

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.

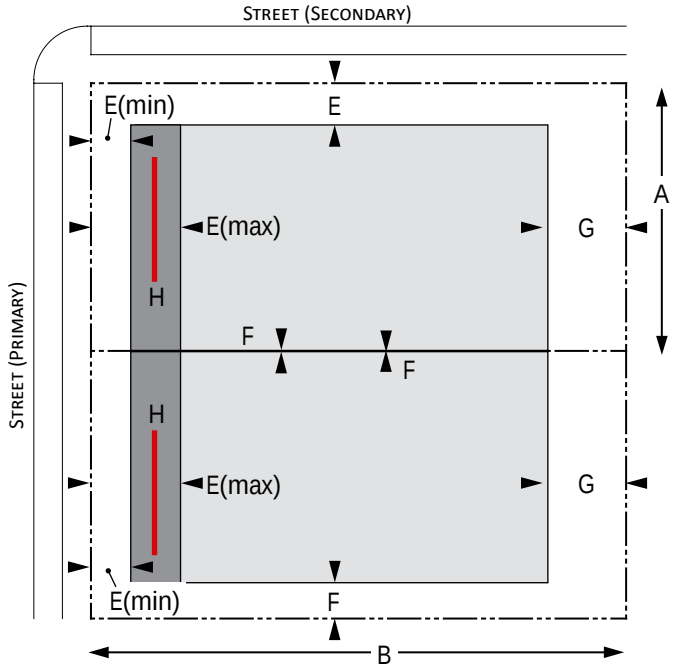
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - 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.

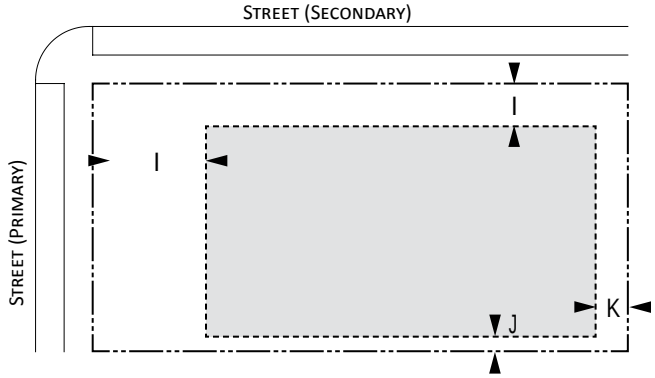


EXAMPLE

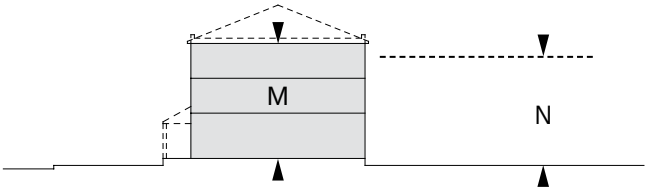
LOT REQUIREMENTS AND BUILDING ENVELOPE



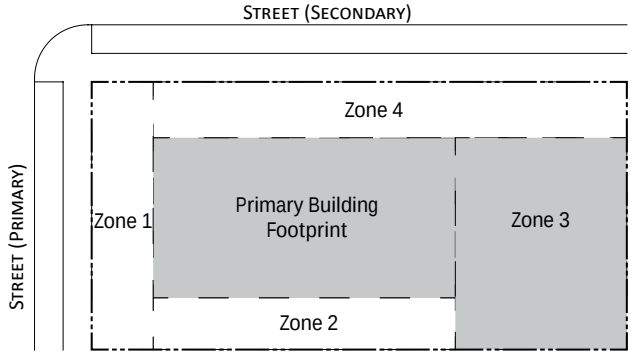
ACCESSORY STRUCTURE ENVELOPE



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)

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AFFIDAVIT OF PUBLICATION

Trimaine Smith
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 09/28/2026
BRE floridatoday.com 09/28/2026

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 09/28/2026

Legal Clerk

Notary, State of WI, County of Brown

9-29-29

My commission expires

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AD#12636821 9/28/2026

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE CITY OF COCOA COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:
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.
City of Cocoa Council
SECOND AND FINAL READING WILL BE HELD ON
October 13, 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 and Viewing the Meeting Live:
Members of the public may view and listen to the hearing live by accessing the meeting as well as the agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to the meeting:

- 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.

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) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting via email at cityclerk@cocoafl.gov or via E-comments on the online agenda at the link above. Any electronic comments submitted will be included in the meeting record.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 31, 2026
Agenda Date:	October 13, 2026
File ID:	2026-785
Prepared By:	Anthony Garganese, City Attorney
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Second Reading of Ordinance No.15-2026 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. Establishing more specific standards also assists property owners with properly managing light sources on their property, so lighting does not become a public nuisance to surrounding properties.

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:
City Council approved Ordinance 15-2026 on First Reading at the September 8, 2026 City Council meeting.

RECOMMENDED MOTION:
Approve Second Reading of Ordinance No.15-2026 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: _____

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Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	(321) 433-8833
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	09/11/2026
Order Number:	12628227
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	81.0000
Height in Inches:	6.7100

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Tax Amount	$0.00
Service Fee 3.99%	$6.77
Cash/Check/ACH Discount	-$6.77
Payment Amount by Cash/Check/ACH	$169.67
Payment Amount by Credit Card	$176.44

Order Confirmation Amount	**$169.67**

Ad Preview

AD#12628227 9/15/2026

CITY OF COCOA
NOTICE OF PUBLIC HEARING
October 13, 2026

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, October 13, 2026, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 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.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.

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 (321) 433-8488.

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 11th day of September, 2026.

Monica Arsenault, CMC, City Clerk

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE

PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: __October 13, 2026___

Ordinance Number: _____15-2026_____

Posted To Webpage: _____10/2/2026_____

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **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.**

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
__ 7. Ordinances enacted to implement the following:
__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

Pursuant to the City's home rule and police powers, Ordinance 15-2026 establishes 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.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:
No direct compliance costs to private, for-profit businesses are anticipated as a result of the proposed Ordinance. The Ordinance primarily clarifies when outdoor lighting may become a public nuisance by establishing lighting standards to guide property owners and code enforcement.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
The proposed Ordinance does not establish any new charges or fees on businesses.

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
No additional material costs to the City are anticipated, and the proposed Ordinance does not establish new charges or fees intended to generate revenue for the City.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

No significant direct impact on existing businesses is anticipated. The Ordinance may apply to property owners that 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.

Part IV. Additional Information the City Council may find useful (if any):

The proposed Ordinance is intended to assist with abating instances when outdoor lighting may become a public nuisance and allows corrective measures to avoid a code violation. It does not establish new business lighting standards, business fees, or other direct financial obligations on businesses.

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2026
Agenda Date:	October 13, 2026
File ID:	2026-863
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the Second Reading of Ordinance 16-2026, Adopting the City's Five Year Schedule of Capital Improvements in Accordance with the Community Planning Act.

BACKGROUND:

In accordance with section 163.3167, Florida Statutes, requires each municipality in the State of Florida to maintain a Comprehensive Plan and adopt a Five- Year Capital Improvement Plan (“CIP”). The CIP is intended to demonstrate that the City can properly meet demands for new and properly maintained infrastructure and facilities in a fiscally responsible manner and in furtherance of section 166.021, Florida Statute. This agenda item is to update the City's Comprehensive Plan with the most current Captial Improvement Plan that was adopted by City Council as part of the FY27 budgetary adoption process.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

Ordinance No. 05-2025 was approved on First Reading on August 26, 2025 to update the Comprehensive Plan. It was approved on Second Reading on November 18, 2025. The First Reading of Ordinance 16-2026 was approved at the September 9, 2026 Special City Council meeting.

RECOMMENDED MOTION:

Approve the Second Reading of Ordinance 16-2026, Adopting the City's Five Year Schedule of Capital Improvements in Accordance with the Community Planning Act.

ORDINANCE NO. 16-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING THE CITY'S FIVE (5) YEAR SCHEDULE OF CAPITAL IMPROVEMENTS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

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

WHEREAS, section 163.3167, Florida Statutes, requires each municipality in the State of Florida to maintain a Comprehensive Plan and adopt a Five- Year Capital Improvement Plan ("CIP"); and

WHEREAS, in accordance with Section 163.3177(3)(b), Florida Statutes, the CIP is not a Comprehensive Plan amendment, but serves as a companion to the Comprehensive Plan and the Capital Improvements Element ("CIE") of the Comprehensive Plan, by linking capital expenditures with the adopted public policy; and

WHEREAS, the CIP is intended to demonstrate that the City can properly meet demands for new and properly maintained infrastructure and facilities in a fiscally responsible manner and in furtherance of section 166.021, Florida Statutes; and

WHEREAS, the City Council hereby finds the proposed CIP consistent with the City of Cocoa Comprehensive Plan; and

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

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

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

Section 2. Adoption of Five-Year Capital Improvements Program. The City Council of the City of Cocoa, Florida hereby adopts the Five-Year Capital Improvements Program, attached hereto as "Exhibit A," fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.

All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 13th day of October, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Approved as to legal form and sufficiency
for the City of Cocoa:

_____
Anthony Garganese, City Attorney

First Reading: _____

Second Reading: _____

Legal Advertisement: _____

City Capital Improvement Plan Fiscal Years 2027-2031

Project#	Fund	Dept/ Div	CIP Class	Department	Title	FY2027	FY2028	FY2029	FY2030	FY2031	Funding Sources	Priority & Purpose: Project Priority	Priority & Purpose: Level of Service	Comprehensive Plan: Reference/Policy
IT27SM	001	1203	64-15	Information Technology Department	Host Memory	20,000	20,000	20,000	-	-	Revenue/Reserves	2	Existing	14.1.1
IT27PS	001	1203	64-15	Information Technology Department	Phone System Upgrade	104,667	104,667	104,667			Revenue/Reserves	3	Existing	14.1.1
IT27IR	001	1203	64-15	Information Technology Department	Multi-Site Infrastructure Modernization and Consolidation	500,000	500,000	500,000	-	-	Revenue/Reserves	2	Replacement	14.1.1
	1203	**Division Total**				**$ 624,667**	**$ 624,667**	**$ 624,667**	**$ -**	**$ -**				
CA3001	001	1600	64-00	General Operations	Replace Passenger Vehicle #138 (2016)	-	-	-	-	67,900	Revenue/Reserves	3	Replacement	14.1.1
	1600	**Division Total**				**$ -**	**$ -**	**$ -**	**$ -**	**$ 67,900**				
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #293 (2016)	65,135	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #272 (2016)	65,135	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #200 (2010)	65,142	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #229 (2008)	35,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2702	001	2101	64-00	Police Operations	Replace Spare K9 Vehicle #259 (2014)	69,500	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #270 (2016)	65,142	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
PD14SW	001	2101	64-00	Police Operations	SWAT vests	21,812	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #218 (2016)	-	65,135	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #266 (2016)	-	65,135	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #214 (2016)	-	65,135	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #284 (2016)	-	65,135	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #269 (2007)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #220 (2015)	-	67,463	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #258 (2014)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #223 (2013)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #265 (2007)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Spare K9 Vehicle #253 (2015)	-	69,500	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #264 (2016)	-	41,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #207 (2016)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Patrol Vehicle #242 (2020)	-	67,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #233 (2019)	-	67,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	2101	64-00	Police Operations	Replace Detective Vehicle #260 (2019)	-	41,500	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
PD26XX	001	2101	64-00	Police Operations	Police Drone	-	15,999	15,999	15,999	15,999	Revenue/Reserves	3	Future	14.1.4 ; 14.1.6
CA2701	001	2101	64-00	Police Operations	Replace SWAT Vehicle #210 (2012)	-	110,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1 ; 14.1.5 ; 14.1.6
CA2801	001	2101	64-00	Police Operations	Replace K9 Vehicle #295 (2020)	-	75,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	2101	64-00	Police Operations	Replace Detective Vehicle #248 (2016)	-	41,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	2101	64-00	Police Operations	Replace Cargo Vehicle #271 (2014)	-	71,500	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	001	2101	64-00	Police Operations	Replace Detective Vehicle #268 (2016)	-	-	41,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	001	2101	64-00	Police Operations	Replace Detective Vehicle #251 (2016)	-	-	42,500	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	001	2101	64-00	Police Operations	Replace Detective Vehicle #236 (2019)	-	-	41,500		-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	001	2101	64-00	Police Operations	Replace K9 Vehicle #245 (2020)	-	-	-	76,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	001	2101	64-00	Police Operations	Replace Passenger Vehicle #282 (2011)	-	-	-	65,100	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	001	2101	64-00	Police Operations	Replace Detective Vehicle #273 (2016)	-	-	-	48,900	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	001	2101	64-00	Police Operations	Replace UC Vehicle #204 (2017)	-	-	-	-	51,500	Revenue/Reserves	3	Replacement	14.1.1
CA3101	001	2101	64-00	Police Operations	Replace Pickup Vehicle #249 (2015)	-	-	-	-	99,849	Revenue/Reserves	3	Replacement	14.1.1
PD29XX	001	2101	64-00	Police Operations	PD Pole Barn	-	-	-	-	456,000	Revenue/Reserves	2	Future	14.1.3 ; 14.1.7
	2101	**Division Total**				**$ 386,866**	**$ 1,139,002**	**$ 140,999**	**$ 205,999**	**$ 623,348**				
CA3001	001	2200	64-00	Fire Administration	Replace Admin Vehicle #F3 (2017)	-	-	-	67,000	-	Revenue/Reserves	3	Replacement	14.1.1
	2200	**Division Total**				**$ -**	**$ -**	**$ -**	**$ 67,000**	**$ -**				
CA3001	001	2201	64-00	Fire Operations	Replace Pickup Vehicle #U30 (2009)	-	-	-	59,100	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	2201	64-00	Fire Operations	Replace District Chief Vehicle #D30 (2015)	-	78,800	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
FD30XX	001	2201	64-00	Fire Operations	New Fire Station	-	-	-	-	10,000,000	Revenue/Reserves	2	Future	14.1.1
	2201	**Division Total**				**$ -**	**$ 78,800**	**$ -**	**$ 59,100**	**$ 10,000,000**				

Project#	Fund	Dept/ Div	CIP Class	Department	Title	FY2027	FY2028	FY2029	FY2030	FY2031	Funding Sources	Project Priority	Level of Service	Reference/Policy
CA3101	001	3200	64-00	Community Development	Replace Vehicle #61 (2019)	-	-	-	-	51,000	Revenue/Reserves	3	Replacement	14.1.1
	3200	**Division Total**				**$ -**	**$ -**	**$ -**	**$ -**	**$ 51,000**				
CA2901	001	3232	64-00	Code Enforcement	Replace Patrol Vehicle #64 (2019)	-	-	45,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	001	3232	64-00	Code Enforcement	Replace Patrol Vehicle #69 (2019)	-	-	-	48,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	001	3232	64-00	Code Enforcement	Replace Patrol Vehicle #EV-60 (2020)	-	-	-	-	41,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	001	3232	64-00	Code Enforcement	Replace Patrol Vehicle #68 (2019)	-	-	-	-	48,000	Revenue/Reserves	3	Replacement	14.1.1
	3232	**Division Total**				**$ -**	**$ -**	**$ -**	**$ -**	**$ 89,000**				
CA3101	001	3500	64-00	Public Works Administration Division	Replace Vehicle #06 (2018)	-	-	-	-	45,000	Revenue/Reserves	3	Replacement	14.1.1
	3500	**Division Total**				**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,000**				
PW08SP	001	3510	63-00	Street Management Division	Annual Street Paving Program	500,000	500,000	500,000	500,000	500,000	Revenue/Reserves	3	Existing	14.1.1 ; 14.1.4
CA2701	001	3510	64-00	Street Management Division	Replace 12 Yard Dump Vehicle #149 (2000)	200,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2602	001	3510	63-00	Street Management Division	Safer Routes To School - Permenant Safety Signage	62,500	-	-	-	-	Revenue/Reserves	1	Future	14.1.1,14.1.3,14.1.7
CA2802	001	3510	63-00	Street Management Division	Public Works Employee Parking Relocation	-	74,000	150,000	-	-	Revenue/Reserves	3	Future	14.1.4
PW20ES	001	3510	63-00	Street Management Division	Indian River Drive Embankment Stabilization	-	200,000	750,000	-	-	Revenue/Reserves	2	Future	14.1.1,14.1.3,14.1.7
PW24CR	001	3510	63-00	Street Management Division	Cox Road Roundabout	-	-	550,000	550,000	550,000	Revenue/Reserves	3	Future	14.1.1,14.1.3,14.1.7
PW26LB	001	3510	63-00	Street Management Division	London Blvd Roundabout	-	-	-	600,000	600,000	Revenue/Reserves	3	Future	14.1.1,14.1.3,14.1.7
	3510	**Division Total**				**$ 762,500**	**$ 774,000**	**$ 1,950,000**	**$ 1,650,000**	**$ 1,650,000**				
CA2702	001	3520	64-00	Parks & Beautification Division	Zero Turn Mower	17,000	-	17,000	-	17,000	Revenue/Reserves	3	Replacement	14.1.1
CA2701	001	3520	64-00	Parks & Beautification Division	Replace Work Vehicle #115 (2001)	51,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	3520	64-00	Parks & Beautification Division	Replace Pickup Vehicle #122 (2014)	-	45,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	3520	64-00	Parks & Beautification Division	Replace Bucket Vehicle #125 (2008)	-	74,500	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	001	3520	64-00	Street Management Division	Replace Truck #114	-	51,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	001	3520	64-00	Parks & Beautification Division	Replace Mini Dump Vehicle #129 (2008)	-	-	-	78,900	-	Revenue/Reserves	3	Replacement	14.1.1
	3520	**Division Total**				**$ 68,000**	**$ 170,500**	**$ 17,000**	**$ 78,900**	**$ 17,000**				
PW00FL	001	3540	62-00	Fleet Management Division	Fleet Service Parts Storage additions.	-	40,000	-	-	-	Revenue/Reserves	3	Future	14.1.3,14.1.7
CA2801	001	3540	64-00	Fleet Management Division	Replace Work Vehicle #112 (2009)	58,900	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
	3540	**Division Total**				**$ 58,900**	**$ 40,000**	**$ -**	**$ -**	**$ -**				
PW00CH	001	3560	64-00	Facility Management Division	City Hall Generator remote fuel indicator	5,000	-	-	-	-	Revenue/Reserves	2	Existing	14.1.1
PW00PW	001	3560	64-00	Facility Management Division	Replacement of HVAC Units at PW Facilities	-	10,000	-	-	10,000	Revenue/Reserves	3	Replacement	14.1.1
PW00CH	001	3560	62-00	Facility Management Division	City Hall 2nd floor Community Center admin. office area carpet replacement	-	40,000	-	-	-	Revenue/Reserves	4	Existing	14.1.1
PW00WF	001	3560	62-00	Facility Management Division	WFO 2nd floor carpet replacement & Break room floor replacement	-	75,500	-	-	-	Revenue/Reserves	4	Existing	14.1.1
PW00CC	001	3560	64-00	Facility Management Division	Roof replacement for Civic Center	-	155,000	-	-	-	Revenue/Reserves	3	Existing	14.1.1
PW00WF	001	3560	62-00	Facility Management Division	WFO 2nd floor Northeast roof section replacement	-	112,000	-	-	-	Revenue/Reserves	1	Existing	14.1.1
PW00VP	001	3560	64-00	Facility Management Division	Playhouse HVAC units replacement	-	-	400,000	-	-	Revenue/Reserves	1	Replacement	14.1.1 , 14.1.4
PW00PH	001	3560	64-00	Facility Management Division	Replacement of HVAC Porcher house	-	-	-	55,000	-	Revenue/Reserves	1	Replacement	14.1.1 , 14.1.4
PW00PS	001	3560	62-00	Facility Management Division	Renovation of Dispatch PD break room	-	-	-	-	19,500	Revenue/Reserves	3	Existing	14.1.1
PW00CC	001	3560	62-00	Facility Management Division	Civic Center Bathroom Renovations	-	-	-	-	135,000	Revenue/Reserves	3	Existing	14.1.1
PW00WF	001	3560	62-00	Facility Management Division	WFO 2nd Floor Conference room lighting retrofit	-	-	-	-	40,000	Revenue/Reserves	4	Existing	14.1.1
CA3101	001	3560	64-00	Facility Management Division	Replace Cargo Vehicle #325 (2017)	-	-	-	-	50,065	Revenue/Reserves	3	Replacement	14.1.1
	3560	**Division Total**				**$ 5,000**	**$ 392,500**	**$ 400,000**	**$ 55,000**	**$ 254,565**				
GR2604	001	3580	63-07	Capital projects management	Waterfront Docks Costs - non-grant reimbursable	171,720	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.3,14.1.7
	3580	**Division Total**				**$ 171,720**	**$ -**	**$ -**	**$ -**	**$ -**				
General Fund Total						**$ 2,077,653**	**$ 2,594,802**	**$ 2,507,999**	**$ 2,115,999**	**$ 12,729,913**				
CA3101	107	3200	64-00	Building Permits	Replace Vehicle #63 (2022)	-	-	-	-	41,000	Revenue/Reserves	3	Replacement	14.1.1
CA2801	107	3200	64-00	Building Permits	Replace Vehicle #179 (2016)	-	35,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
	3200	**Division Total**				**$ -**	**$ 35,000**	**$ -**	**$ -**	**$ 41,000**				
Building Fund Total						**$ -**	**$ 35,000**	**$ -**	**$ -**	**$ 41,000**				
CA2702	110	3230	64-00	CRA Admin/Operations	Decorative Street Lighting Enhancements	25,000	-	-	-	-	Revenue/Reserves	2	Existing	14.1.1, 14.1.4
	3230	**Division Total**				**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**				
Cocoa RDA CRA Total						**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**				
WH26LD	421	1506	62-00	Inventory Division	Warehouse Loading Dock Improvements	70,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
	1506	**Division Total**				**$ 70,000**	**$ -**	**$ -**	**$ -**	**$ -**				
CA2701	421	1515	64-00	Field Services	Replace Field Vehicle #306 (2018)	35,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	421	1515	64-00	Field Services	Replace Field Vehicle #315 (2018)	35,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	1515	64-15	Field Services	Replace Field Vehicle #301 (2018)	-	-	41,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	1515	64-00	Field Services	Replace Field Vehicle #335 (2018)	-	-	43,776	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	1515	64-00	Field Services	Replace Field Vehicle #303 (2018)	-	-	40,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	1515	64-00	Field Services	Replace Field Vehicle #307 (2018)	-	-	-	40,670	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	1515	64-00	Field Services	Replace Field Vehicle #302 (2018)	-	-	-	41,385	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	1515	64-00	Field Services	Replace Field Vehicle #304 (2018)	-	-	-	-	41,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	1515	64-00	Field Services	Replace Field Vehicle #375 (2023)	-	-	-	-	41,385	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	1515	64-00	Field Services	Replace Field Vehicle #32 (2021)	-	-	-	-	41,500	Revenue/Reserves	3	Replacement	14.1.1

Project#	Fund	Dept/ Div	CIP Class	Department	Title	FY2027	FY2028	FY2029	FY2030	FY2031	Funding Sources	Project Priority	Level of Service	Reference/Policy
CA3101	421	1515	64-00	Field Services	Replace Field Vehicle #15 (2021)	-	-	-	-	41,385	Revenue/Reserves	3	Replacement	14.1.1
	1515	**Division Total**				**$ 70,000**	**$ -**	**$ 124,776**	**$ 82,055**	**$ 165,270**				
CA2801	421	4010	64-00	Administration Division	Replace Vehicle #22 (2013)	-	45,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4010	64-00	Administration Division	Replace Vehicle #23 (2019)	-	-	45,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4010	64-00	Administration Division	Replace Cargo Vehicle #337 (2019)	-	-	45,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
	4010	**Division Total**				**$ -**	**$ 45,000**	**$ 90,000**	**$ -**	**$ -**				
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Groundwater Polymer System Improvements	300,000	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Additional Discflo Pump for Soda Ash for Redundancy	45,186	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Additional Ferric Polymer Pump for Redundancy	7,831	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Front End Loader Replacement	187,892	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Finish Flow Meter Replacement	38,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
CA2702	421	4020	64-00	Dyal Plant Division	Dyal GE Multilin Controller Replacements for High Service Pumps 1 & 4	28,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Rapid Mix Basin Mixers Replacements (2)	57,009	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Spare Rexa Actuator 5000 - Ozone Treatment	45,853	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Spare Rexa Actuator 50,000 - Filters	52,800	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2702	421	4020	64-00	Dyal Plant Division	Dyal Spare Rexa Actuator 2500 - Wewahootee	34,710	-	-	-	-	Revenue/Reserves	2	Future	14.1.1
CA2801	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #319 (2018)	-	70,000	-	-		Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #317 (2017)	-	70,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4020	64-00	Dyal Plant Division	Replace Vehicle #312 (2017)	-	-	64,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #323 (2017)	-	-	-	70,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4020	64-00	Dyal Plant Division	Replace Vehicle #197 (2016)	-	-	-	41,500	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #46 (2016)	-	-	-	89,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4020	64-00	Dyal Plant Division	Replace Vehicle #177 (2015)	-	-	-	79,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #340 (2019)	-	-	-	-	80,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Utility Crew Vehicle #45 (2019)	-	-	-	-	80,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Utility Vehicle #318 (2018)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Vehicle #83 (2018)	-	-	-	-	64,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Vehicle #18 (2016)	-	-	-	-	58,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4020	64-00	Dyal Plant Division	Replace Crane Vehicle #5 (2016)	-	-	-	-	123,900	Revenue/Reserves	3	Replacement	14.1.1
	4020	**Division Total**				**$ 797,281**	**$ 140,000**	**$ 64,000**	**$ 279,500**	**$ 475,900**				
CA2701	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #51 (2008)	67,900	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #27 (2016)	67,900	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #93 (2015)	67,900	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	421	4025	64-00	Water Field Operations Division	Replace Runner Vehicle #54 (2020)	51,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2702	421	4025	64-00	Water Field Operations Division	Utilities Ops Building NE Roof Section Rehab	98,504	-	-	-	-	Revenue/Reserves	1	Existing	14.1.1
CA2702	421	4025	64-00	Water Field Operations Division	SmartCart Ground Penetrating Radar (3)	96,066	-	-	-	-	Revenue/Reserves	3	Future	14.1.1
CA2702	421	4025	64-00	Water Field Operations Division	Insert Valve Installation Equipment	110,100	-	-	-	-	Revenue/Reserves	3	Future	14.1.1
CA2701	421	4025	64-00	Water Field Operations Division	Replace Crew Vehicle #383 (2018)	160,000	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #54 (2020)	-	70,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #336 (2019)	-	70,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #381 (2017)	-	178,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #380 (2018)	-	178,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Cargo Vehicle #352 (2017)	-	69,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle# 316 (2017)	-	178,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4025	64-00	Water Field Operations Division	Replace Vehicle# 11 (2016)	-	-	65,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4025	64-00	Water Field Operations Division	Replace Mini Dump Vehicle #313 (2018)	-	-	150,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4025	64-00	Water Field Operations Division	Replace Vehicle #11 (2016)	-	-	65,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #108 (2003)	-	-	152,097	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4025	64-00	Water Field Operations Division	Replace Crew Vehicle #382 (2018)	-	-	159,424	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4025	64-00	Water Field Operations Division	Replace Vehicle #331 (2018)	-	-	-	65,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #333 (2018)	-	-	-	70,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #328 (2017)	-	-	-	71,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Vehicle #360 (2020)	-	-	-	-	84,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #334 (2018)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #329 (2018)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #327 (2018)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #332 (2018)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Vehicle #321 (2018)	-	-	-	-	65,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Cargo Vehicle #354 (2017)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Mini Dump Vehicle# 198	-	-	-	-	101,225	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Vehicle# 35 (2016)	-	-	-	-	65,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Vehicle #35 (2016)	-	-	-	-	65,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4025	64-00	Water Field Operations Division	Replace Mini Dump Vehicle #162 (2014)	-	-	-	-	118,669	Revenue/Reserves	3	Replacement	14.1.1

Project#	Fund	Dept/ Div	CIP Class	Department	Title	FY2027	FY2028	FY2029	FY2030	FY2031	Funding Sources	Project Priority	Level of Service	Reference/Policy
CA3101	421	4025	64-00	Water Field Operations Division	Replace Utility Vehicle #44 (2008)	-	-	-	-	88,345	Revenue/Reserves	3	Replacement	14.1.1
4025 Division Total						**$ 719,370**	**$ 743,000**	**$ 591,521**	**$ 206,000**	**$ 937,239**				
CA2702	421	4050	64-00	Utilities GIS Division	GIS Replacement of Large Plotter/Scanner	21,214	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
4050 Division Total						**$ 21,214**	**$ -**	**$ -**	**$ -**	**$ -**				
CA2801	421	4055	64-00	Engineering Division	Replace Vehicle #311 (2017)	-	61,500	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4055	64-00	Engineering Division	Replace Vehicle #126 (2016)	-	59,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4055	64-00	Engineering Division	Replace Vehicle #36 (2013)	-	-	-	51,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4055	64-00	Engineering Division	Replace Vehicle #107 (2008)	-	-	-	59,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4055	64-00	Engineering Division	Replace Vehicle #30 (2013)	-	-	-	-	51,000	Revenue/Reserves	3	Replacement	14.1.1
4055 Division Total						**$ -**	**$ 120,500**	**$ -**	**$ 110,000**	**$ 51,000**				
CA2702	421	4120	64-00	Sellers Water Reclamation Division	Sellers Replacement of Reuse High Service Pump	14,186	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1,14.1.3,14.1.7
CA2702	421	4120	64-00	Sellers Water Reclamation Division	Sellers Replacement of Chemical Feed Pumps (3)	19,190	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1,14.1.3,14.1.7
CA2801	421	4120	64-00	Sellers Water Reclamation Division	Replace Vehicle #75 (2014)	-	41,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4120	64-00	Sellers Water Reclamation Division	Replace Vehicle #96 (2013)	-	41,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4120	64-00	Sellers Water Reclamation Division	Replace Vehicle #73 (2010)	-	41,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
4120 Division Total						**$ 33,376**	**$ 123,000**	**$ -**	**$ -**	**$ -**				
CA2701	421	4125	64-00	Sewer Field Operations Division	Replace Crane Utility Vehicle #57 (2016)	177,500	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	421	4125	64-00	Sewer Field Operations Division	Replace Crane Utility Vehicle #147 (2014)	177,500	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2801	421	4125	64-00	Sewer Field Operations Division	Replace Utility Vehicle #86 (2016)	-	121,246	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	421	4125	64-00	Sewer Field Operations Division	Replace Utility Vehicle #326	-	-	70,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4125	64-00	Sewer Field Operations Division	Replace Utility Vehicle #326 (2017)	-	-	-	70,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3001	421	4125	64-00	Sewer Field Operations Division	Replace Mini Dump Vehicle #90	-	-	-	150,000	-	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4125	64-00	Sewer Field Operations Division	Replace Utility Vehicle #330 (2017)	-	-	-	-	70,000	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4125	64-00	Sewer Field Operations Division	Replace Vehicle #314 (2017)	-	-	-	-	52,384	Revenue/Reserves	3	Replacement	14.1.1
CA3101	421	4125	64-00	Sewer Field Operations Division	Replace Vehicle #183 (2015)	-	-	-	-	41,000	Revenue/Reserves	3	Replacement	14.1.1
4125 Division Total						**$ 355,000**	**$ 121,246**	**$ 70,000**	**$ 220,000**	**$ 163,384**				
Water/Sewer Fund Total						**$ 2,066,241**	**$ 1,292,746**	**$ 940,297**	**$ 897,555**	**$ 1,792,793**				
SW08PL	423	3570	63-00	Stormwater Utility	Annual Cured in Place Pipe Lining	160,000	160,000	160,000	160,000	160,000	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
CA2702	423	3570	63-00	Stormwater Utility	Culvert / Pipe Repair	-	74,000	74,000	74,000	74,000	Revenue/Reserves	1	Existing	14.1.1
CA2702	423	3570	63-00	Stormwater Utility	Baffle Box Design	-	200,000	-	-	-	Revenue/Reserves	3	Future	14.1.1
SW24LB	423	3570	63-00	Stormwater Utility	London Blvd Drainage Ditch Piping	475,000	-	-	-	-	Revenue/Reserves	5	Future	14.1.1,14.1.3,14.1.7
CA2701	423	3570	64-00	Stormwater Utility	Replace Vehicle #145 (2013)	-	85,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2701	423	3570	64-00	Stormwater Utility	Replace Flat-bed Dump Vehicle #152 (2003)	147,330	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
SW1503	423	3570	63-00	Stormwater Utility	Indian River Drive Baffle Box	-	125,000	350,000	-	-	Revenue/Reserves	4	Future	14.1.1,14.1.3,14.1.7
CA2802	423	3570	63-00	Stormwater Utility	Storm Water Master Plan Update	-	200,000	-	-	-	Revenue/Reserves	1	Future	14.1.6
CA2802	423	3570	64-00	Stormwater Utility	Replace John Deere pull behind tractor	-	200,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2802	423	3570	64-00	Stormwater Utility	Replace John Deere Interstater Tractor	-	200,000	-	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2802	423	3570	64-00	Stormwater Utility	Mini Excavator	-	150,000	-	-	-	Revenue/Reserves	2	Replacement	14.1.1,14.1.3,14.1.7
SW21DF	423	3570	63-00	Stormwater Utility	Riverfront Park - Drain Field Improvements	-	-	1,250,000	-	-	Revenue/Reserves	2	Existing	14.1.1,14.1.3,14.1.7
CA2901	423	3570	64-00	Stormwater Utility	Replace Sweeper Vehicle #155 (2020)	-	-	489,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2901	423	3570	64-00	Stormwater Utility	Replace Mini Dump Vehicle #165 (2016)	-	-	95,000	-	-	Revenue/Reserves	3	Replacement	14.1.1
CA2902	423	3570	64-00	Stormwater Utility	2013 Case 590 Backhoe Replacement	-	-	155,000	-	-	Revenue/Reserves	2	Replacement	14.1.1,14.1.3,14.1.7
SW1301	423	3570	63-00	Stormwater Utility	Range Road - Drainage Ditch Piping	-	-	-	150,000	650,000	Revenue/Reserves	5	Future	14.1.1,14.1.3,14.1.6,14.1.7
3570 Division Total						**$ 782,330**	**$ 1,394,000**	**$ 2,573,000**	**$ 384,000**	**$ 884,000**				
Stormwater Fund Total						**$ 782,330**	**$ 1,394,000**	**$ 2,573,000**	**$ 384,000**	**$ 884,000**				
WS1106	424	4020	63-00	Dyal Plant Division	Rehabilitation of WS19 Raw Water Well	250,000	250,000	250,000	250,000	250,000	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
WS27LC	424	4020	63-00	Dyal Plant Division	Dyal Culvert Replacement Wewa Road in Wellfield	163,944	-	-	-	-	Revenue/Reserves	3	Replacement	14.1.1,14.1.3,14.1.7
WS25SL	424	4020	63-07	Dyal Plant Division	Dyal Groundwater Sludge Dewatering Improvements	8,129,200	-	-	-	-	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
WS26HV	424	4020	64-00	Engineering Division	Dyal Jockey High Service Pumps & #4 VFD Replacement	300,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
CA2802	424	4020	64-15	Dyal Plant Division	Dyal SCADA Server, OS, Server Software, and UPS Upgrades	-	575,000	-	-	-	Revenue/Reserves	1	Future	14.1.1
CA2902	424	4020	63-00	Dyal Plant Division	Replacement of ASR Wells R2 and R10	-	-	1,706,000	-	-	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
CA3102	424	4020	63-00	Dyal Plant Division	Replacement of ASR Well R1	-	-	-	-	1,250,000	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.7
4020 Division Total						**$ 8,843,144**	**$ 825,000**	**$ 1,956,000**	**$ 250,000**	**$ 1,500,000**				
WS27VI	424	4025	63-00	Water Field Operations Division	Water Isolation Valve Installation Program	250,000	250,000	250,000	250,000	250,000	Revenue/Reserves	1	Replacement	14.1.1 ; 14.1.6
4025 Division Total						**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**				
WS1201	424	4055	63-00	Engineering Division	Replacement & Assessment of Pipe Infrastructure	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.6,14.1.7
WS1221	424	4055	63-00	Engineering Division	Utilities Program Management	700,000	700,000	700,000	700,000	700,000	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
WS27ST	424	4055	63-00	Engineering Division	Dyal Surge Tank Replacement	120,000	1,284,000	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
WS27RS	424	4055	63-00	Engineering Division	Banana River Repump Station Seawall Rehabilitation	139,000	1,214,250	-	-	-	Revenue/Reserves	1	Existing	14.1.1
WS27WS	424	4055	63-00	Engineering Division	Wellfield Security	255,000	2,721,750	-	-	-	Revenue/Reserves	1	Future	14.1.1 ; 14.1.6
WS26GM	424	4055	63-00	Engineering Division	Improvements to Saint Johns St & Ridgeway Ave Gravity Main	411,000	-	-	-	-	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.6,14.1.7
WS18RD	424	4055	63-00	Engineering Division	Replacement of Dyal Finished Water Steel GST	8,060,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1

Project#	Fund	Dept/ Div	CIP Class	Department	Title	FY2027	FY2028	FY2029	FY2030	FY2031	Funding Sources	Project Priority	Level of Service	Reference/Policy
WS23RC	424	4055	63-00	Engineering Division	Dyal Clarifier Rehabilitation Project	380,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
WS25GT	424	4055	63-00	Engineering Division	Dyal Groundwater Filter Washwater Tank Improvements	500,000	-	-	-	-	Revenue/Reserves	1	Existing	14.1.1
WS24TC	424	4055	63-00	Engineering Division	Dyal Taylor Creek Reservoir Pump Station Improvements	200,000	-	-	-	-	Revenue/Reserves	1	Existing	14.1.1
WS27SL	424	4055	63-00	Engineering Division	Utilities Operations Campus Site Layout	75,000	-	-	-	-	Revenue/Reserves	1	Future	14.1.1
WSGEMC	424	4055	63-00	Engineering Division	Dyal Groundwater Exploratory Well for Membrane Concentrate Disposal	315,000	17,500,000	-	-	-	Bond/Revenues	1	Future	14.1.1 ; 14.1.6
WS27FP	424	4055	64-00	Engineering Division	Replacement & Upgrade of Sellers WRF Belt Filter Press System	140,000	1,377,000	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
WS27TM	424	4055	64-00	Engineering Division	Sellers Bardenpho Tanks Mixer Upgrades	80,000	800,000	-	-	-	Revenue/Reserves	2	Existing	14.1.1,14.1.3,14.1.7
WS27AS	424	4055	64-00	Engineering Division	Rehab of Sellers WRF Waste Activated Sludge (WAS) Pump Station & Thickener	100,000	997,500	-	-	-	Bond/Revenues	2	Existing	14.1.1,14.1.3,14.1.7
CA2802	424	4055	63-00	Engineering Division	Wellfield Pipe Assessment and Replacement Program	-	2,000,000	2,000,000	2,000,000	2,000,000	Revenue/Reserves	1	Replacement	14.1.1 ; 14.1.6
CA2802	424	4055	63-00	Engineering Division	48-inch Pipeline West of Well 7A to Dallas (Little Econ to Wewahootee)	-	759,250	8,883,563	8,883,563	8,883,563	Revenue/Reserves	1	Replacement	14.1.1
CA2802	424	4055	63-00	Engineering Division	30-inch Pipeline Installation from Well 15 to 17	-	446,000	4,773,952	-	-	Revenue/Reserves	1	Replacement	14.1.1
CA2802	424	4055	63-00	Engineering Division	Rehabilitation of Sellers WRF Tertiary Treatment Structure	-	50,000	200,000	-	-	Revenue/Reserves	2	Existing	14.1.1,14.1.3,14.1.7
CA2802	424	4055	62-00	Engineering Division	Chemical Systems Relocation - Sellers	-	784,000	-	-	-	Revenue/Reserves	1	Existing	14.1.1
WS25CR	424	4055	63-00	Engineering Division	Camp Road/US 1 Forcemain Replacement	-	3,500,000	-	-	-	Revenue/Reserves	2	Replacement	14.1.1,14.1.3,14.1.6,14.1.7
CA2802	424	4055	63-00	Engineering Division	Improvements of Sellers WRF Sludge Thickening	-	375,000	-	-	-	Revenue/Reserves	3	Existing	14.1.1,14.1.3,14.1.7
CA2602	424	4055	63-00	Engineering Division	Rehabilitation of Sellers WRF Ground Storage Tanks (GST)	-	365,000	-	-	-	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
GRPC2S/2F	424	4055	63-00	Engineering Division	Pineda Crossing 16" Water Main - Phase II	-	16,649,000	-	-	-	Grant	2	Future	14.1.1,14.1.3,14.1.6,14.1.7
CA2902	424	4055	63-00	Engineering Division	North Courtenay Water Main Loop	-	-	3,013,000	32,234,000	-	Revenue/Reserves	1	Future	14.1.1 ; 14.1.6
CA2902	424	4055	63-00	Engineering Division	Dyal Surface Water Rapid Mix/Flocculation/Sedimentation Basin Rehab	-	-	313,000	3,344,000	-	Revenue/Reserves	1	Existing	14.1.1
CA2902	424	4055	64-00	Engineering Division	Sellers RAS/WAS System Upgrades	-	-	634,000	-	-	Bond/Revenues	4	Existing	14.1.1,14.1.3,14.1.7
CA2902	424	4055	64-00	Engineering Division	Sellers Clarifier Improvements Project	-	-	1,768,400	-	-	Bond/Revenues	4	Existing	14.1.1,14.1.3,14.1.7
CA2902	424	4055	64-00	Engineering Division	Sellers WRF High Service Pump Station Improvements	-	-	643,000	-	-	Bond/Revenues	4	Existing	14.1.1,14.1.3,14.1.7
CA2902	424	4055	64-00	Engineering Division	Sellers Grit Removal System Upgrades at the Headworks	-	-	363,000	-	-	Revenue/Reserves	5	Existing	14.1.1,14.1.3,14.1.7
CA2902	424	4055	64-00	Engineering Division	Replacement of Sellers WRF Plant Generator	-	-	558,000	-	-	Revenue/Reserves	4	Replacement	14.1.1,14.1.3,14.1.7
CA3002	424	4055	63-00	Engineering Division	Dyal Surface Water Filter and Disinfection Improvements	-	-	-	75,000	803,000	Revenue/Reserves	1	Existing	14.1.1
CA3002	424	4055	63-00	Engineering Division	Dyal Filter Air Scour Blowers Replacement	-	-	-	188,000	2,006,000	Revenue/Reserves	1	Replacement	14.1.1
CA3002	424	4055	63-00	Engineering Division	Water Capital Plan Update	-	-	-	1,000,000	-	Revenue/Reserves	1	Future	14.1.1
CA3102	424	4055	63-00	Engineering Division	Dyal Surface Water Belt Filter Press Replacements	-	-	-	-	500,000	Revenue/Reserves	1	Replacement	14.1.1
CA3102	424	4055	63-00	Engineering Division	Well 1T and 4T Improvements	-	-	-	-	500,000	Revenue/Reserves	1	Existing	14.1.1
4055 Division Total						**$ 13,475,000**	**$ 53,522,750**	**$ 25,849,915**	**$ 50,424,563**	**$ 17,392,563**				
WS25AB	424	4120	64-00	Sellers Water Reclamation Division	Sellers WRF Blowers Replacement Project (WS25AB)	1,300,000	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1
CA2802	424	4120	63-00	Sellers Water Reclamation Division	Replacement & Upgrade of Sellers WRF Chlorine Contact Chamber	-	65,000	-	-	-	Revenue/Reserves	2	Replacement	14.1.1,14.1.3,14.1.7
4120 Division Total						**$ 1,300,000**	**$ 65,000**	**$ -**	**$ -**	**$ -**				
WSFVAR	424	4125	63-00	Sewer Field Operations Division	Forcemain Valves Assessment and Replacement Program	85,000	100,000	100,000	100,000	100,000	Revenue/Reserves	1	Replacement	14.1.1,14.1.3,14.1.6,14.1.7
WS0904	424	4125	63-00	Sewer Field Operations Division	Rehabilitation of Gravity Sewer Main (CIPP)	480,000	-	480,000	480,000	480,000	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
WS24LI	424	4125	63-00	Sewer Field Operations Division	Rehabilitation & Improvements of Lift Stations	350,000	350,000	350,000	-	-	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
WS27VB	424	4125	63-00	Sewer Field Operations Division	Victor Rd and Bernard St Manhole Replacements	329,124	-	-	-	-	Revenue/Reserves	1	Replacement	14.1.1 ; 14.1.6
WS27LP	424	4125	64-15	Sewer Field Operations Division	Replacement of Lift Station SCADA Electrical Panels	160,000	160,000	-	-	-	Revenue/Reserves	1	Replacement	14.1.1 ; 14.1.6
CA2802	424	4125	63-00	Sewer Field Operations Division	CCTV Evaluation of Manholes and Gravity System	-	350,000	350,000	350,000	-	Revenue/Reserves	3	Future	14.1.1,14.1.3,14.1.7
WS19MH	424	4125	63-00	Sewer Field Operations Division	Rehabilitation of Manhole and Lining	-	350,000	350,000	200,000	-	Revenue/Reserves	1	Existing	14.1.1,14.1.3,14.1.7
4125 Division Total						**$ 1,404,124**	**$ 1,310,000**	**$ 1,630,000**	**$ 1,130,000**	**$ 580,000**				
Water/Sewer R & R Fund Total						**$ 25,272,268**	**$ 55,972,750**	**$ 29,685,915**	**$ 52,054,563**	**$ 19,722,563**				
Full City CIP Totals						**$ 30,223,492**	**$ 61,289,298**	**$ 35,707,211**	**$ 55,452,117**	**$ 35,170,269**				

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	(321) 433-8833
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	09/11/2026
Order Number:	12628234
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	77.0000
Height in Inches:	6.3800

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	09/15/2026 - 09/15/2026	Public Notices
BRE floridatoday.com	1	09/15/2026 - 09/15/2026	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$161.39
Tax Amount	$0.00
Service Fee 3.99%	$6.44
Cash/Check/ACH Discount	-$6.44
Payment Amount by Cash/Check/ACH	$161.39
Payment Amount by Credit Card	$167.83

Order Confirmation Amount	**$161.39**

Ad Preview

AD#12628234 9/15/2026

CITY OF COCOA
NOTICE OF PUBLIC HEARING
October 13, 2026

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, October 13, 2026, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 16-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING THE CITY'S FIVE (5) YEAR SCHEDULE OF CAPITAL IMPROVEMENTS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.

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 (321) 433-8488.

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 11th day of September, 2026.

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	September 18, 2026
Agenda Date:	October 13, 2026
File ID:	2026-833
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Council to consider the application for satisfaction or release of lien for Case # CE-19-1132 located at 1104 W. Highland Drive, Cocoa and provide action to approve, approve with conditions or deny the application to satisfy or release the lien.

BACKGROUND:

City Council is being asked to consider a request for reduction and/or release of a Code Enforcement lien associated with the property located at 1104 W. Highland Dr., Cocoa, Florida, Code Enforcement Case No. 19-00001132.

The property owners of record are Randy Blakeslee and Garry Lynch, who acquired the property in 2018. The Code Enforcement case originated from violations documented on August 26, 2020.
The property has subsequently been brought into compliance. Mr. Blakeslee submitted a Code Enforcement Lien Reduction Application on July 24, 2026. Following inspection, Staff determined that the property was in compliance and calculated a reduced lien amount pursuant to the City's Administrative Reduction Policy.

The City Manager approved the administrative lien reduction on August 18, 2026. On September 16, 2026, Staff received correspondence from an attorney representing Mr. Blakeslee disputing the standard administrative lien reduction calculation and requesting that the matter be presented to City Council.

City Council is requested to consider the application and take action to approve, approve with conditions, or deny the request to satisfy and/or release the Code Enforcement lien.

Code Enforcement Case No. 19-00001132 was originally reported as a violation on August 26, 2020, as documented by Code Enforcement Officer Carver.

At the time the violations were documented, the property owners were Randy Blakeslee and Garry Lynch, who had acquired the property in 2018.

The violations identified in the case included:

1. Storing Outdoors – Chapter 6, Section 6-900(b)(11)
2. Protective Treatment – Chapter 6, Section 6-1003(b)
3. Weeds – Chapter 6, Section 6-1001(d)

4. Parking in Yard – Chapter 6, Section 6-900(b)(9)
5. Rental Business Tax Receipt – Chapter 6, Section 6-2003

The property owners were provided an opportunity and reasonable time to correct the violations. As the violations remained unresolved, the matter was forwarded to the Code Enforcement Board on March 18, 2021, for a hearing and determination of further action.

Following the hearing, the Code Enforcement Board imposed a fine of $125 per day for each violation that existed or continued to exist beyond the date established by the Code Enforcement Board Order.

When the property was ultimately brought into compliance, the accumulated lien amount was $245,750.

According to information provided to Staff, Mr. Blakeslee vacated the property in approximately July 2022. Mr. Blakeslee states that subsequently Mr. Lynch prevented him from accessing the property and began renting the property without sharing rental proceeds with him.

Mr. Blakeslee further states that he made several attempts beginning in 2023 to regain access to the property but was unsuccessful until July 2026. Once Mr. Blakeslee regained access to the property, he undertook improvements and corrective work necessary to bring the property into compliance.

Staff's consideration of the lien reduction application is based on the City's Code Enforcement records, the property's compliance status, the applicable lien-reduction policy, and the information submitted with the application. The ownership dispute and any claims concerning rental proceeds or access to the property are private matters between the property owners and are not matters for determination by the City Council as part of this lien-reduction request.

In early 2026, the property owner contacted City Code Enforcement Staff and advised that he was making efforts to bring the property into compliance.

Following Mr. Blakeslee's return to the property in July 2026, corrective work was undertaken.
Mr. Blakeslee submitted a Code Enforcement Lien Reduction Application on July 24, 2026.
City Code Enforcement Staff inspected the property on August 5, 2026, and determined that the property was in compliance with the violations associated with the case.

The property owner has indicated that his intent is to sell the property following resolution of the Code Enforcement lien.

After determining that the property was in compliance, Staff calculated the administrative lien reduction in accordance with the City's Administrative Reduction Policy and applicable administrative reduction table.

The calculation was as follows:

Description	Amount
Original Code Enforcement Lien	$245,750
Cost of Staff to Prosecute the Case	$2,500
Initial Adjusted Lien Amount	$248,350
Administrative Reduction – 70%	($173,845)
Final Adjusted Lien Amount	$74,505

Under the administrative calculation, the resulting lien amount is $74,505.

The lien reduction request was submitted to the City Manager for review.
On August 18, 2026, the City Manager approved the administrative lien reduction for the property located at 1104 W. Highland Dr.

Staff subsequently mailed the approval letter and supporting documentation to the property owner. The correspondence required payment of the reduced lien amount within thirty (30) days.

On September 16, 2026, Staff received correspondence from the attorney representing Mr. Blakeslee. The attorney advised that Mr. Blakeslee does not agree with the standard lien-reduction calculation under Ordinance Section 6-707(e)(6) and requested that the lien-reduction application be placed on the next regularly scheduled City Council agenda.

The request is based, in part, upon Mr. Blakeslee's position that circumstances surrounding his inability to access and correct the property should be considered in determining the amount necessary to satisfy or release the lien.

The property is currently in compliance with the violations identified in Code Enforcement Case No. 19-00001132.

Staff requests that City Council review the Code Enforcement Lien Reduction Application for 1104 W. Highland Dr. and determine whether to:

- Approve the requested relief made by the applicant for $5,000 plus Staff costs ;
- Approve with conditions, including any conditions City Council determines are appropriate; or
- Deny the request and require the applicant to pay the $74,505

Any action taken by City Council should be reflected in a formal motion establishing the amount and conditions necessary to satisfy and/or release the Code Enforcement lien.

PRIORITY AREA CONNECTION:
Public Safety/Community Standards

BUDGETARY IMPACT:
Budgeted? N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Council to consider the application for satisfaction or release of lien for Case # CE-19-1132 located at 1104 W. Highland Drive, Cocoa and provide action to approve, approve with conditions or deny the application to satisfy or release the lien.

Charlene Neuterman

From: Michael Harkins <mikeh@rockyrinker.com>
Sent: Monday, October 5, 2026 11:52 AM
To: Charlene Neuterman
Subject: Re: CE-19-1132; 1104 W. Highland Dr. Cocoa

Ms. Neuterman,

Please see the below email that was sent on Friday, October 2nd.

Please confirm receipt.

Thank you.

Michael T. Harkins, Esq.
Rocky Rinker, Attorney at Law, P.A.
735 Arlington Avenue, Suite 203
St. Petersburg, FL 33701
mikeh@rockyrinker.com

> On Oct 2, 2026, at 4:28 PM, Michael Harkins <mikeh@rockyrinker.com> wrote:
>
> Ms. Neuterman,
>
> My client would request that the lien be reduced to $5,000 plus costs.
>
> Mr. Blakeslee will both be in attendance on 10/13 to speak on behalf of the request.
>
> Please let me know if you have any other questions.
>
> Thank you.
>
> Michael T. Harkins, Esq.
> Rocky Rinker, Attorney at Law, P.A.
> 735 Arlington Avenue, Suite 203
> St. Petersburg, FL 33701
> mikeh@rockyrinker.com

On Sep 28, 2026, at 10:51 AM, Charlene Neuterman <cneuterman@cocoafl.gov> wrote:

Mr. Harkins,
We are in receipt of the letter related to the request for this lien reduction application to be heard before City Council. The item is currently scheduled to be heard at the October 13th City Council at 65 Stone St., Cocoa. Your letter did not indicate what the applicant (Mr. Blakeslee) wishes to request as an alternative to the $74,505. Please indicate what amount the applicant will be requesting. Additionally, who will be present to speak on behalf of this request?

Please respond prior to October 2, 2026, so we can finalize the staff report for the meeting.

Thank you.

Charlene Neuterman
Community Services Director

<image001.png>

Phone: (321) 433-8509
E-Mail: cneuterman@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

<image002.png> <image003.png> <image004.png> <image005.png> <image006.png> <image0

<image009.png><image010.png>

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Rocky Rinker, Attorney at Law, P.A.
735 Arlington Ave N, Suite 203
St. Petersburg, Florida 33701
Tel. 727.466.3411

September 16, 2026

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, FL 32922

Re: Case # CE-19-1132; 1104 W. Highland Drive, Cocoa, FL

To whom it may concern:

I write on behalf of my client, Randy Blakeslee, in regards to his Code Enforcement Lien Reduction Application dated July 24, 2026, and the Invoice dated August 18, 2026, to notify your office that Mr. Blakeslee does not agree with the standard lien reduction calculation under Ordinance Sec. 6-707(e)(6) and requests that his application be placed on the agenda of the next regularly scheduled city council meeting, as provided for in Sec. 6-707(f).

Thank you for your help, and please contact my office if you have any questions.

Thank you,

/s Michael Harkins
Michael T. Harkins, Esq.
on behalf of Randy Blakeslee
735 Arlington Ave, Suite 203
St. Petersburg, FL 33701
mikeh@rockyrinker.com
(727)220-2029

INVOICE

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, FL 32922

Date	8/18/2026
Case #	CE-19-1132
Site Address	1104 W Highland Dr.

DESCRIPTION	AMOUNT
Administrative	**$ 10.00**
Lien Reduction Amount	**$74,495.00**
Due within 30 days	*
TOTAL	**$74,505.00**

Make all checks payable to City of Cocoa, 65 Stone Street, Cocoa, FL 32922
If you have any questions or concerns regarding this invoice, please contact Darla Crowl at 321-433-8508.

COCOA
FLORIDA

Community Services
Code Enforcement Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8508
CodeEnforcement@cocoafl.gov
www.CocoaFL.gov

August 18, 2026

Re: Approval of Administrative Lien Reduction
Property Address: 1104 W. Highland Dr.
Case Number: CE19-1132

Dear Property Owner,

Pursuant to the City's Administrative Reduction Policy, I have reviewed and approved the request for an administrative Code Enforcement lien reduction associated with the above-referenced property.

- **Original Lien Amount: $245,750.00**
- Cost of Staff to Prosecute Case: $2,500.00
- Cost incurred to Correct the Violations: $0.00
- **Initial Adjusted Lien Amount: $248,350.00**
- Administrative Reduction 70%: $173,845.00
- **Final Adjusted Lien Amount: $74,505.00**

Based on the criteria outlined in the City's Administrative Reduction Policy, the lien is hereby reduced to the amount of **$74,505.00**, contingent upon full payment within **thirty (30) days** of the date of this approval.

Failure to remit payment within the specified timeframe will result in the lien remaining at the original amount of **$245,750.00**.

If you have any questions regarding this approval or payment process, please contact the Senior Code Enforcement Officer or Deputy Community Services Director.

Sincerely,

Stockton Whitten
City Manager

CS - 26-2206

Community Development Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8508

Application Case # 19-00001132

Address 1104 W. Highland Dr
Cocoa, FL 32922

CODE ENFORCEMENT LIEN REDUCTION APPLICATION

Upon receipt of a complete application for satisfaction or release of code enforcement lien, along with payment, the code enforcement department shall verify that the violation underlying the order imposing the penalty or fine has been brought into compliance. If the property is in full compliance and no current code violations exist, the application will proceed to further review and processing. Incomplete applications, or applications involving properties with outstanding violations, will not be processed until all violations are remedied.

It is important that your sworn application and statement provide specific reasons for this request and that you attach any supporting documentation which might help your case.

Assessment liens recorded against property by the City to recover costs incurred by the City to correct code violations are not eligible for reduction and must be paid in full.

For each completed application received, Staff will first conduct a standard lien reduction calculation required by the City Code to establish the Final Adjusted Lien Amount. When the Final Adjusted Lien Amount is approved by the City Manager, the Final Adjusted Lien Amount will be presented to the applicant in writing. If the applicant agrees with the Final Adjusted Lien Amount, the applicant will have thirty (30) days from receipt of the Final Adjusted Lien Amount to remit payment to satisfy the lien. Upon receipt of payment, the Staff will administratively record a satisfaction of lien **without a public meeting before the City Council**.

However, if the applicant does not accept the Final Adjusted Lien Amount, the application request will be presented to the City Council for final decision at a public meeting. The City Council shall not be bound by the Final Adjusted Lien Amount. The City Council may approve, approve with conditions, or deny the application to satisfy or reduce the lien at its discretion based on the factors established by City Code, and may require the applicant to pay the full principal amount of the lien, plus city-incurred costs.

Applicants are advised to read the City Code Advisory at the end of this Application before completing and submitting the Application.

APPLICANT INFORMATION

Name of Applicant (Property Owner or Representative):

RANDY BLAKESLEE

Mailing Address: ~~665 Concord Ave, Titusville, FL 32780~~ 1514 Clearlake Rd #3
Cocoa, FL 32922

Phone Number: (321) 720-5549

Email Address: Rblakeslee77@gmail.com

If the applicant is a representative of the Property Owner (other than an attorney licensed to practice in Florida), the representative must provide a letter of authorization signed by the Property Owner.

LIEN INFORMATION

List the code enforcement liens (and attach copies to the Application):

See attached.

PROPERTY INFORMATION

Property Address (Subject of Violation): 1104 W. Highland Dr, Cocoa, FL 32922

Parcel ID Number (if known): 24-36-29-77-*-106

REQUEST INFORMATION

Code Enforcement Case Number 19-00001132

Date Property Was Brought into Compliance (Date confirmed by City's Code Enforcement records) 7-11-26

Factual Basis for Request

(Explain in detail why you believe your application should be approved. Attach additional pages if needed.)

Randy Blakeslee and Garry Lynch acquired the property in 2018. Randy Blakeslee vacated the property in July, 2023. Subsequently, Lynch barred Blakeslee from the property and began renting it out, without sharing any of the rent with Blakeslee. Blakeslee has been attempting to regain access to the property in order to get it sold since 2023, when he first retained counsel to file a partition action. Unfortunately, due to the lack of diligence by his attorney, as well as the slowness of the court system, Blakeslee was unable to get possession of the property back until July 2026. There is a special magistrate and realtor who have been appointed to sell the property, and they are prepared to do so in short order, but the property cannot be sold without resolving the liens that were imposed on the property due to the actions of Garry Lynch and the unnamed tenants.

Reason for Delay in Compliance (If applicable)

(Explain why compliance was not obtained prior to the order of penalty/fine being recorded and any relevant mitigating circumstances.)

See above narrative

Reduction Amount Sought

Original Lien Amount: $ 245,780.00
Reduction Requested: $_____
Final Payment Offer: $_____

Additional Pertinent Information

(Attach receipts, documentation of repair/remediation costs, evidence of financial hardship, etc.)

☐ Attached all supporting documentation
☐ Invoices and Proof of payment for remediation
☐ Evidence of financial hardship
☐ Code Liens
☐ Other (specify): _____

Inspection Agreement

In furtherance of reviewing and processing this application, the undersigned hereby agrees that the City's code inspector may inspect the subject property, including the interior of the structure if necessary, to confirm code compliance.

☒ I AGREE

Payment of Recording Costs

☑ Attached is payment for the City's cost of recording the penalty/fine and release of lien, as required.
(Note: This payment is non-refundable regardless of final decision.)

Applicant's Sworn Statement (Notarized)

I hereby swear or affirm, under oath and penalty of perjury, that the information provided in this application is true and correct to the best of my knowledge and belief. I understand that submission of this application does not guarantee a lien reduction or forgiveness will be approved.

Applicant Signature: _____
Date: 7/24/2026

Notary Public Acknowledgment

STATE OF Florida

COUNTY OF Brevard

Sworn to and subscribed before me by means of ✓ physical presence or ____ online notarization, this 24th day of July, 2026, by

(Print applicant's full name): Randy Blakeslee

☐ Personally Known OR ☑ Produced ID (Type): FL DL

Signature of Notary Public: Crystal Thomas

Printed Name of Notary: Crystal Thomas

Commission Number: HH 586748

My Commission Expires: August 26, 2028

CRYSTAL THOMAS
Commission # HH 586748
Expires August 26, 2028

FOR CITY USE ONLY – DO NOT WRITE BELOW THIS LINE

- **Date Received:** 7/29/26
- **Received By:** D. Carrel
- **Reimbursement Payment Received:** $ 20.00 ☒ Yes ☐ No
- **Compliance Confirmed:** ☒ Yes ☐ No – Date of Confirmation: 8/5/26
- **Current Code Violations Present:** ☐ Yes ☒ No
- **Initial Adjusted Lien Amount:** $ 248,350.00
- **Final Adjusted Lien Amount (Per Admin Reduction Table):** $ 74,505.00
- ☑ Application forwarded to City Manager review and approval.
- ☑ Final Adjusted Lien Amount presented in writing to applicant for approval on 8/18/2026 (insert date sent)(Applicant has max. 30-days to consider)
- ☒ Application scheduled for City Council review and approval, if Final Adjusted Lien Amount not approved and paid by Applicant.

Scheduled for 10/13/2026 City Council CM

CITY CODE ADVISORY

Satisfaction or release of code enforcement liens are subject to the requirements set forth in Section 6-707 of the City of Cocoa Code. Applicants are advised to review the City Code before submitting an application. For convenience, the following is a summary of the relevant provisions that will apply to your application. Please read carefully.

Administrative Reduction Calculation: Final Adjusted Lien Amount

For all lien satisfaction and lien reduction requests, the following calculation will be performed by Community Services Staff.

(1) The total principal amount of the original lien shall be based on the amount of fine ordered by the code enforcement board and the number of days that it took the violation to be brought into compliance. If the lien is an assessment lien to recover costs incurred by the City to remediate a code violation, the lien is the reimbursable cost amount stated in the lien plus any applicable interest.

(2) The principal amount of the lien shall be adjusted to include reimbursement of all City-incurred costs, including but not limited to inspector time, administrative staff time, legal fees, postage, processing fees, and any other out-of-pocket expenses related to the underlying code enforcement case.

(3) If the Applicant requesting the lien reduction: is a new property owner who assumed the lien through the purchase of the property; brought the property into compliance within one (1) year upon taking ownership; and has maintained the property in compliance with applicable codes and regulations, then the lien may be adjusted by reducing the lien by an amount equal to the documented costs incurred by the applicant that are directly related to correcting the violations that bring the property into compliance. The applicant must provide proper documentation of these costs, along with proof of payment. No further costs incurred for renovations of the property in excess of those necessary to correct the code violations will be considered for reduction by the city manager.

(4) After the principal amount of the lien has been determined pursuant to subsection (1), and has been adjusted in accordance with subsection (2) and (3) (the "Initial Adjusted Lien Amount"), the city manager has the authority to approve an administrative reduction of the Initial Adjusted Lien Amount in accordance with the following table listed below (the "Final Adjusted Lien Amount"). This administrative reduction process is intended to serve as an incentive for property owners to promptly satisfy outstanding liens by paying the Final Adjusted Lien Amount without requiring further city council approval.

The administrative lien reduction process shall not apply to assessment liens for costs incurred by the City to remediate a code violation.

ADMINISTRATIVE REDUCTION TABLE

Length of Time to Bring the Violation into Compliance with Code Board's Order	Percentage Reduction for Early Satisfaction with City Manager's Approval
1 year or less	Reduction up to 90% of Initial Adjusted Lien Amount
More than 1 year, but less than 3 years	Reduction up to 85% of Initial Adjusted Lien Amount
More than 3 years, but less than 5 years	Reduction up to 75% of Initial Adjusted Lien Amount
More than 5 years, but less than 10 years	Reduction up to 70% of Initial Adjusted Lien Amount
More than 10 years, but up to 15 years	Reduction up to 65% of Initial Adjusted Lien Amount and City-incurred costs
More than 15 years	Reduction up to 50% of Initial Adjusted Lien Amount

(5) If the Final Adjusted Lien Amount exceeds 50% of the assessed value of the property (according to the Property Appraiser's most recent roll or estimate for properties where demolition of structures has occurred subsequent to the most recent roll), the Final Adjusted Lien Amount may be further reduced by the city manager to 50% of the assessed value of the property.

(6) If the applicant agrees to the Final Adjusted Lien Amount calculated and approved by the city manager and remits full payment to the city within thirty (30) days of receipt of the calculation, the city manager is authorized to accept the payment and satisfy the lien.

However, if the applicant does not agree and pay the Final Adjusted Lien Amount within thirty (30) days, the lien reduction request will be presented to the city council. The city council shall not be bound by the Final Adjusted Lien Amount approved by the city manager and shall consider the application based on the factors listed below in subsection (7). The city council shall have the right, in its sole discretion, to deny the request for a reduction and require the applicant to pay the full principal amount of the lien, plus city-incurred costs.

Presentation to City Council (If the Final Adjusted Lien Amount is not accepted and paid by the Applicant).

If the applicant does not accept and pay the Final Adjusted Lien Amount calculated and presented by the City Manager, the applicant's application will be subject to consideration by the City Council at a public meeting as follows:

A. The community services development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the city council regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

B. The City Council shall consider the following factors:
(1) The Final Adjusted Lien Amount approved by the city manager that was presented and not accepted by the applicant.
(2) The gravity and severity of the violation.
(3) The time in which it took the violator to come into compliance.
(4) The accrued amount of the code enforcement fine or lien.
(5) Any previous or subsequent code violations.
(6) Whether there are unsatisfied code enforcement penalties or liens for other property owned by the applicant.
(7) Any financial hardship
(8) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

C. The city council may approve, approve with conditions or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

D. The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

E. If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with Section 6-707 of the City Code.

Property Information

Address: 1104 W HIGHLAND DR
COCOA, FL 32922
Location ID: 10246
PARCEL NUMBER: 24 362977 106
Alternate ID #: 2422541
Zoning: NA NOT AVAILABLE
Subdivision:

Property Address Map
1104 W HIGHLAND DR COCOA,FL 32922 1465290.22 738324.96 X 24362977106 10246 2422541

Case General Information

Case status: FL Fixed Lien
Status date: 7/13/2026
Case type: JUNK Junk and Trash
Tenant name/number: CS-26-2206 NL2020
Reported date: 8/26/2020
Origination: OO Officer Observed
Default inspector: KMC Carver, Kadi
Credit balance: .00
Disposition: Public
Pin number: 277416

Owner Information

Owner name:
Address:
City:
Phone: 0
Notice: Y
Flip: N

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Accessible for Mowing Y/	
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
	(Continued)							
Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
AM	Administration Fee	20.00	20.00	.00	4/26/2021		.00	.00
	.00							
LF	Code Board Fine to Lien	245750.00	245750.00	.00	2/21/2021	7/11/2026	125.00	.00
	.00							
		245770.00	245770.00	.00				.00
	.00							

PAID
7/29/26 HB

CITY COUNCIL AGENDA ITEM

Memo Date:	October 2, 2026
Agenda Date:	October 13, 2026
File ID:	2026-865
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Consider the Reappointment of Stephen Harrell on the General Pension Board through September 30, 2029.

BACKGROUND:

Mr. Stephen Harrell, who is currently fulfilling a seat on the General Pension Board, expired October 1, 2026. He has served on the General Pension since February 2017, where he fulfilled an unexpired term. He was reappointed in September 2017 to complete a full term. Mr. Harrell has indicated an interest in being reappointed for a three-year term. He currently meets all requirements for serving on a City Board. There have been no other applicants for the General Pension Board.

This vacancy was posted to the public in accordance with the City's policy regarding Board appointments and vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Reappointment of Stephen Harrell on the General Pension Board through September 30, 2029.

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		

CITY COUNCIL AGENDA ITEM

Memo Date:	October 8, 2026
Agenda Date:	October 13, 2026
File ID:	2026-877
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for September 18, 2026 — October 8, 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: September 18, 2026 – October 8, 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:
  - Open: 7
  - Closed: 10
  - Total: 17

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Ziann Facey, Planning Technician, City Manager's Office/ Planning, effective 9/28/26
- Recent promotions
  - Ronald Scherfel, Senior Utility Field Service Representative, Finance/ Field Services, effective 9/21/26
  - Brooke Dalo, Utility Account Coordinator, Finance/ Utilities Support Service, effective 10/1/26
- Upcoming retirements
  - None

Communication and Economic Development

- Media Stories:
  - FRA issues $416M for crossing upgrades, Brightline station in Florida
  - $57.5m grant moves **Cocoa** passenger rail station forward - Hometown News Brevard
  - Brightline's **Cocoa** station remains on track even as the company navigates bankruptcy
  - Brevard County Brightline station fully funded with $57 million federal grant | FOX 35 Orlando
  - Trump's Transportation Department Celebrates $416 Million Investment to Upgrade Rail ...
  - Florida puts incident-prone rail crossings first under $356 million grant - Railway Supply
  - Brightline's **Cocoa** Station still on schedule despite company's recent bankruptcy filing - Click Orlando
  - Brightline station in Brevard County to create 3500 jobs, boost economy - WESH
  - It's a doggone party as police honor retiring **Cocoa** K-9 Copper. Photos - Florida Today
  - Brightline **Cocoa** station advances as development potential takes shape - Orlando Business Journal
  - Brightline to Build New **Cocoa** Station as **Florida** Secures Rail Funding - Railway-News
  - FRA issues $416M for crossing upgrades, Brightline station in **Florida** - Megaproject
  - $57 Million Federal Grant Fully Funds Brevard County's First Brightline Station in **Cocoa** ...
  - Brightline holds event in **Cocoa** for a planned train station in **Cocoa** - **Florida** Today
  - **Cocoa** train station could open as soon as 2030 - **Florida** Today
  - Officials give update about future of Brightline station in **Cocoa** - WESH
  - **Cocoa** K-9 Copper is top dog at his retirement and birthday party. Video - **Florida** Today
  - K-9 Copper is birthday party dog as beloved **Cocoa** officer retires. Photos - **Florida** Today
- New News Releases:
  - Connecting Florida by Rail: Next Stop, Cocoa • Cocoa
  - The Old Florida House Awarded a $7,500 Forgivable Loan • Cocoa
- Social media/e-newsletter statistics
  - Facebook
    - Views: 19,644
    - Content Engagement: 919
    - Followers: 19,173

- X
  - Followers: 3,918
- LinkedIn
  - Post impressions: 685
  - Followers: 1,895
- NextDoor
  - Impressions: 442
  - Members: 7,059
- August e-newsletter (Sent 10/2/2026)
  - Sent to 2,35 contacts
  - 51.1% open rate (average open rate for e-mail marketing in 2024 is 20%)
- Next printed FYI Newsletter mails January 4, 2027.

- Upcoming special events at Leisure Services facilities
  - **Deuterman Productions Presents Hip Abduction with Special Guest Coyote Island**
    October 15, 2026, 5:30 PM - 10:30 PM, Cocoa Riverfront Park
  - **St. Mark's Episcopal Academy - Fall Festival**
    October 16, 2026, 5:00 PM - 8:00 PM, Cocoa Riverfront Park
  - **Historic Cocoa Village Mainstreet Fall Art and Craft Bazaar**
    October 17, 2026, 10:00 AM - October 18, 2026, 4:00 PM, Cocoa Riverfront Park
  - **Deuterman Productions Presents "Cake" in Concert**
    October 22, 2026, 5:00 PM - 10:00 PM, Cocoa Riverfront Park
  - **Deuterman Productions Presents Jake Owen in Concert w/Niko Moon**
    October 23, 2026, 5:30 PM - 10:00 PM, Cocoa Riverfront Park
  - **Fall Festival in Cocoa VIllage**
    October 31, 2026, 3:00 PM - 7:00 PM, Cocoa Riverfront Park
  - **Annual Village Idiot Pub Halloween Street Party**
    October 31, 2026, 6:00 PM - 10:00 PM, Cocoa Riverfront Park
  - **HCVMS 4th Annual Halloween Golf Cart Parade**
    October 31, 2026, 7:00 PM - 8:00 PM, Cocoa Village
  - **HCVMS Concours Fall Car Show**
    November 15, 2026, 11:00 AM - 3:00 PM, Cocoa Riverfront Park
  - **Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon**
    November 22, 2026, 6:00 AM - 1:00 PM, Cocoa Riverfront Park
  - **HCVMS Sip and Shop**
    November 28, 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)
    - One new business awarded the remainder of their UpStart Loan

- Old Florida House Event Planning and Design

Community Services – update 9-17-26

- **New businesses – September 4 – 17, 2026**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Cocoa Village Counseling, LLC	1 Oleander St., 32922	0	1	1	Mental Health Counseling
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**

September 4-17: building inspections – 76

September 4-17: building permits issued – 45

Finance

The tentative budget hearing was on Wednesday, September 9. This is not a regular Council meeting date.

The final budget hearing was on Wednesday, September 23. This is not a regular Council meeting date.

Finance staff is preparing for the end of the fiscal year, which will have many tasks to complete prior to issuance of the financial statements that is anticipated to be in March, 2027.

Utility Support Service, Customer Service have received feedback from several customers who had positive feedback on their interactions with City staff.

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 Sept 18 – October 8, 2026

Crime Stats

- No YTD stats available yet
- Comparing 2 weeks data of 9/07/26-09/20/26 and 9/21/26-10/03/26. Crimes Against Person shows a 22% decrease, Crimes Against Property shows a 35% decrease and overall crime shows 36% decrease for the period.

Training

- Halverson – Hostage and Crisis Negotiations Sept 14-18
- Delos Santos/McNamara/Myny - Investigation of Motorcycle Crashes Sept 13-18
- Dowty/Romo - Pedestrian and Bicycle Enforcement: Laws, Procedures and Best Practices Sept 14
- Sworn Active Shooter Training – Sept 15, 16 and 17
- Gray/McNamara/Cox - Line Supervision Sept 21-25 and Oct 5-9
- Brackin/Bell/Noland - Adult Sex Crimes Investigations Sept 28-Oct 2
- Flowers/Fuller - Domestic Intervention and Investigations Oct 5-9
-

Community Engagement

- Operation Claer Track with Bright Line Sept 22
- Matthews Hope Brevard 2026 922 Crew Series Sept 25
- CEU Homeless Camp checks Sept 29
- Chief's Walk District 1 near N. Georgia Ave and Bellefonte Dr Sept 30
- Brightline Presentation Oct 6
- National Night Out Oct 6
- Endeavor's Annual Walk to School Oct 7
- CEU attended Crosswinds meeting

Other

- Attended BCACOP Luncheon Sept 23
- Met with FBI Special Agent Sept 25
- Attended Grants meeting Sept 17
- Lt's PBA negotiation meeting Oct 7

Public Works

- Major project updates
- Work order stats (received/closed)
    - 120 received
    - 148 closed
- 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:	October 8, 2026
Agenda Date:	October 13, 2026
File ID:	2026-878
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Informational Only - 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

General Pension Board

- 2 Regular member vacancies

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.