City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, December 10, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-703 Approve the Agenda for the Regular City Council meeting of December 10, 2024 as written or with amendments.

Attachments: 12-10-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-701 Approve the Minutes for the Second Budget Hearing of September 17, 2024 as written or with amendments.

Attachments: 09-17-2024 Minutes ADA.pdf

Exhibit A - FY2025 Millage and Budget Hearing (9-17-24) FINAL .pdf

II.2(b) 24-702 Approve the Minutes for the Regular City Council Meeting of September 24, 2024 as written or with amendments.

Attachments: 09-24-2024 Minutes ADA.pdf

Exhibit A - Lead and Copper.pdf

Exhibit B - City Council ORD 08-2024 FLUM Amendment Cocoa Place 2024-09

Exhibit C - City Council Presentation ORD 09-2024 ZMA Cocoa Place 2024-09-

III. AWARDS AND PRESENTATIONS:

III.1 24-705 Proclamation: National Homeless Persons Memorial Day.

Attachments: National Homeless Day 2024 8x10.pdf

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 24-618 To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of $204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of $224,646; Authorize the City Manager to issue the purchase orders.

Attachments:
- 102224 - Resolution - Task Order Contingency - Atlantic Development.docx
- TO 2025-11 - Atlantic Development Of Cocoa Inc - $116020.00 - PW 3570 Stor
- TO 2025-12 - Atlantic Development Of Cocoa Inc - $50314.75 - PW 3570 Storm
- TO 2025-13 - Atlantic Development Of Cocoa Inc - $38310.35 - Stormwater 357
- RFQ Q-20-18-COC Final Results 9.11.20.pdf
- RFQ Q-20-18-COC Summary.pdf
- RFQ Q-20-18-COC - AGREEMENT.pdf
- 1st Amendment Atlantic Dev FE.pdf
- 100124 - Atlantic - 24-035 WFO-Bracco Pond Storm - $116,020.pdf
- 100124 - Atlantic - 24-028 Indian River Dr & Carmalt Ave Storm - $50,314.75.pc
- 100124 - Atlantic - 24-029 Cidco Rd Storm - $38,310.35.pdf

V.2 24-671 Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources.

Attachments:
- Budget Resolution FY 2024- 112 ADA Compliant.docx
- Tracking Sheets For BAF 25-002-A1 & A2.pdf
- BAF 25-002-A1-FN- Capital Roll (12-10-24) Agenda 24-671-FY25.pdf
- BAF 25-002-A2-FN- Capital Roll (12-10-24) Agenda 24-671-FY25.pdf

V.3 24-693 Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024.

V.4 24-700 Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA) funds, in the amount of $121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024.

Attachments: Budget Resolution FY2025.docx
Tracking Sheet For BAF 25-014-A.pdf
BAF 25-014-A-FN- ARPA final Allocation (12-10-24) Agenda 24-700-FY25.pdf

MULTI-YEAR CONTRACTS:

V.5(b) 24-659 To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 30, 2021, Renewed Through June 30, 2025

Attachments: E-Verify Contractor Affidavit.pdf
Executed Extension 4 - Vortex Services, LLC.pdf
FULLY EXECUTED 2nd Amendment Renewal Contract No. TP07-18.pdf
FULLY EXECUTED 2023 Standard Form for New Piggyback Contract TP07-18.
HGACBuy Cocoa Participation Proof.pdf
Original HGAC Agreement 12-13-11.pdf
TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf
HGAC Pricing 5-30-24.pdf
Vortex FY25 Proposal 2433281.pdf
Vortex Budget Resolution FY 2025.docx
BAF 25-009-IFT-UT- VORTEX MANHOLE LINING (12-10-24) AGENDA 24-659

V.6(b) 24-670 Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025

Attachments:
- DMD COI GL Exp 6-26-25.pdf
- DMD Consultants, Inc. Estimate No. 1003.pdf
- JEA Contract No. 189884 June 10 2020 through June 11 2025.pdf
- SIGNED E-Verify Contractor Affidavit .pdf
- FULLY EXECUTED Standard Form for Piggyback Contract No. 189884.pdf

V.7(b) 24-696 Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of $167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of $7,790 From Stormwater Fund Contingency.

Attachments:
- PARTIALLY EXECUTED Standard Form for Piggyback Contract No 23-07-MCA
- 110624 - Inliner CIPP Quote - $167,790.pdf
- BID 23-07 Unit Pricing Bid Tab.PDF
- St. Augustine Beach MCA 23-07 ILS_InlinerSolns - Executed -FINAL (1).pdf
- Bid 23-07 Bid Document.PDF
- BID 23-07 Bid Tab.PDF
- Addendum No. 1.PDF
- COI.pdf
- Commission Approved Award Recommendation.PDF
- Everify - Memo of Understanding .pdf
- Inliner Solutions, LLC SUBMITTAL.PDF
- PERMISSION Inliner_Bid 23-07_Cocoa_executed.pdf
- SIGNED E-Verify Contractor Affidavit.pdf
- BAF 25-013-T-PW-Cured in Place Pipe Lining (12-10-24) Agenda 24-696-FY25

24-620 Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy-backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763.

Attachments:
- 102224 - Asphalt Paving Systems - Range Rd - FDR - $366,564.05.pdf
- PARTIALLY EXECUTED Piggyback Contract No. ITB 24-088 (Asphalt Paving S
- 101824 - Goodson Paving Proposal - Range Road - $267,907.60.pdf
- 102824 - Fausnight - Range Road Striping - $27,290.00.pdf
- 083123 - B-6-23-70 - Notice_of_Award (Goodson Paving).pdf
- 112823 - Agenda 23-714 Journal - IFB-604562-23LNF (Fausnight).pdf
- B-6-23-70 Asphalt - Bid_Tabulation (Goodson Paving).pdf
- B-6-23-70_FINAL_INC&SPECS_Asphaltic_Concrete(Goodson).pdf
- FULLY EXECUTED Piggyback Agreement_B-6-23-70 Asphalt(Goodson).pdf
- FULLY EXECUTED Piggyback Contract No. IFB-604562-23LNF(Fausnight).pdf
- IFB-604562-23_(Fausnight)_Executed.pdf
- ITB 24-088 Executed Agreement (Asphalt Paving Systems).pdf
- ITB-24-088 - BID TABULATION COMPLETE (Asphalt Paving Systems).pdf
- SIGNED Renewal Letter-(Goodson Paving).pdf
- Contingency Resolution for Paving.docx
- BAF# 25-011-PT-Range Road Full Depth Paving (12-10-24) Agenda 24-620.pdf

VI. PUBLIC HEARINGS:

VI.1 24-657 Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date.

Sponsors: Director

Attachments: Cocoa_Fire_No_Impact_Letter_October_2024.pdf

17-2024 Firefighters' Retirement Plan Ordinance (Creating 8-yr DROP).pdf

VI.2 24-658 Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

Attachments: 16-2024 Police Officers' Retirement Plan Ordinance.pdf

Cocoa Police - Actuarial Impact Statement for Ord. 16-2024 - executed.pdf

VI.3 24-668 Pass on **SECOND READING** Ordinance 19-2024, a Zoning Text Amendment regarding Appendix A, Article V of the code of the City of Cocoa to define Transportation Terminals, a permitted use applicable to properties located in M-1 cumulative zoning district and as a special exception use in C-G General Commercial district and commercial mixed-use PUDs.

Attachments: Ordinance 19-2024 - Transportation Terminals.pdf

Legal Ad City Council Dec 10, 2024.pdf

19-2024 Business Impact Estimate Cocoa.docx

VI.4 24-669 Pass on **SECOND READING** Ordinance 18-2024, a Zoning Text Amendment revising tree protection and preservation standards, including procedures for waivers of these requirements, as outlined in Appendix A, Article XIII, Section 22 of the City of Cocoa Code..

Attachments: Ordinance 18-2024 Tree Protection Amendment CC 1st Reading.pdf

Legal Ad City Council Dec 10, 2024.pdf

18-2024 Business Impact Estimate Cocoa.docx

VI.5 24-695

Consideration, on 2nd reading, of an ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree; amending the list of permitted and special exception uses for the Consent Decree Area; amending the building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay District as more particularly depicted on exhibit "A" attached hereto; and amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree Area; amending the minimum yard setbacks in the Consent Decree Area; and updating the building types table for consistency with the list of permitted uses for the Consent Decree Area.

Attachments:

Ordinance 11-2024 Revising RU-2-10 Authorizing Mixed Use and Amending Se

Ex. A Cocoa GIS Regulating Plan Map Revision October 8 2024_Final.pdf

Exhibits B-H (11-7-24).pdf

Consent Decree Future Land Use Map.pdf

Consent Decree Zoning Map.pdf

Houston Substitute Consent Decree

Attachment 1 - Update on Heart of Cocoa Substitute Consent Decree 03-2018.p

11-2024 Business Impact Estimate Cocoa_Rev.pdf

Legal Ad Affidavit 11-2024 P&Z 08-07-2024.pdf

Legal Ad Affidavit 11-2024 Council 1st Read 08-27-2024.pdf

Legal Ad Affidavit 11-2024 Council 2nd Read 12-10-2024.pdf

VI.6 24-697

Consideration on first reading for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district.

Attachments:

Ordinance 13-2024 CG Major Recreational Equipment Sales v4 Clean.docx

24-07000004 909 N Cocoa ZTA Application .pdf

Legal Ad P&Z 909 N Cocoa ZTA_Oct2_affadavit.pdf

Legal Ad City Council 1st Read 909 N Cocoa Affadavit.pdf

VI.7 24-698

Consideration on 1st reading of Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit “A” attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

Attachments:
- Ordinance 15-2024 - Rezoning Pine Grove Park_v2.pdf
- Exhibit 'A' Pine Grove Park Zoning Amendment Location.pdf
- Exhibit 'B' Pine Grove Park Future Land Use Map.pdf
- Exhibit 'C' Pine Grove Park Zoning Amendment.pdf
- Exhibit D Ordinance 11-2004.pdf
- Exhibit E Ordinance 03-2006.pdf
- Exhibit F Prior County Zoning Map.pdf
- Legal Ad P&Z Pine Grove Park ZMA_Oct2_affadavit.pdf
- Legal Ad P&Z Pine Grove Park ZMA_Dec4_affadavit.pdf

VII. COUNCIL BUSINESS:

VII.1 24-682

Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to $2,741.58 as recommended by the Code Enforcement Board.

Attachments:
- reduction App.pdf
- LR Staff Report. 228 Beverly.pdf
- Cost Aff -$2274.72.xlsx Beverly Rd.pdf
- BCPA(New Owner).pdf
- 2. NOV.pdf
- 3. NOH.pdf
- 4. NOHNC.pdf
- Lien.pdf
- usps.pdf
- 1 (1).JPG
- Follow up letter #1.pdf
- Follow up letter #2.pdf
- BO.pdf
- 23 dmndltr.pdf

VII.2 24-699 Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2028.

Attachments: Reappointment Letter.pdf

Roster.pdf

VII.3 24-694 City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025.

VIII. CITY BUSINESS:

VIII.1 24-681 Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02-COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval.

Attachments: P-24-02-COC Evaluation Committee Recommendation.pdf

Lennar proposal.pdf

P-25-02-COC RFP.pdf

VIII.2 24-692

Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of $309,793 for Critical I.T. Infrastructure; Approval authorizing the Authorized Officials stated in the Resolution and City Attorney to execute documents necessary to complete the debt financing. Further, approval authorizing the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal

Attachments:
- Master Equipment Lease Proposals Series 2024.xlsx
- FY25 Debt Funded Equipment Listing.xlsx
- Resolution 24-108
- COCOA CITY F250.pdf
- COCOA FORD F250 DUMP DOG.pdf
- Mack MD6 Dump.pdf
- Mobile radios CPD QO0030753 Rev 100124.pdf
- Portable radios CPD QO0030268 29 xl185P rev 100124.pdf
- NJPA_COCOA, CITY OF_59524_Quote_1.PDF
- Proposal Cocoa FL Mach Alert FInal 10.7.24.pdf
- Tyler Tech CAD Cocoa PD, FL - Encoder Services 10-3-24.pdf
- Sourcewell_Worksheet_CocoaFL.pdf
- Budget Resolution FY2025.docx
- BAF 25-015-A-FN- Fire Communications Debt Services (12-10-24) Agenda 24-(

VIII.3 24-708

Approve First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision.

Attachments:
- First Addendum to Improvements Agreement
- Executed Original Improvements Agreement

VIII.4 24-620 Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy-backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763.

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- Contingency Resolution for Paving.docx
- BAF# 25-011-PT-Range Road Full Depth Paving (12-10-24) Agenda 24-620.pdf

IX. INFORMATIONAL AGENDA:

24-704 Informational Only - The City of Cocoa's Open Board Vacancies.

24-707 Bi-weekly Report from November 9 - December 5, 2024.

Attachments: Council bi-weekly report.pdf

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.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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

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

Legislation Details (With Text)

File #:	24-703	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the Agenda for the Regular City Council meeting of December 10, 2024 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-10-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Agenda for the Regular City Council meeting of December 10, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the Regular City Council meeting of December 10, 2024 as written or with amendments.

powered by Legistar™

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: December 10, 2024
Time: 6:00 pm
Location: 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 December 10, 2024. (24-703).

2. Minutes: (a) Budget Hearing of September 17, 2024.. (24-701).
(b) Regular Meeting of September 24, 2024. (24-702).

III. Awards and Presentations:

1. National Homeless Persons Memorial Day Proclamation. (24-705). (Brevard Homeless Coalition)

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.

This Agenda may be Amended up until or at the Meeting

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:

(A) General Consent Items:

1. To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of $204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of $224,646; Authorize the City Manager to issue the purchase orders. (24-618). (Public Works Director)

2. Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources. (24-671). (Finance Director)

3. Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024. (24-693). (City Manager)

4. Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA) funds, in the amount of $121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024. (24-700). (Finance Director)

(B) Multi-Year Contracts:

5. To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2025. (24-659). (Utilities Director)

6. Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025. (24-670). (Utilities Director)

7. Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of $167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of $7,790 From Stormwater Fund Contingency. (24-696). (Public Works Director)

VI. Public Hearings:

1. Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date. (24-657). (Administrative Services Director)

2. Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (24-658). (Administrative Services Director)

3. Pass on SECOND READING Ordinance 19-2024, a Zoning Text Amendment regarding Appendix A, Article V of the code of the City of Cocoa to define Transportation Terminals, a permitted use applicable to properties located in M-1 cumulative zoning district and as a special exception use in C-G General Commercial district and commercial mixed-use PUDs. (24-668). (Planner)

4. Pass on SECOND READING Ordinance 18-2024, a Zoning Text Amendment revising tree protection and preservation standards, including procedures for waivers of these requirements, as outlined in Appendix A, Article XIII, Section 22 of the City of Cocoa Code. (24-669). (Planner)

5. Consideration, on 2nd reading, of an ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree; amending the list of permitted and special exception uses for the Consent Decree Area; amending the building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay District as more particularly depicted on exhibit "A" attached hereto; and amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree Area; amending the minimum yard setbacks in the Consent Decree Area; and updating the building types table for consistency with the list of permitted uses for the Consent Decree Area. (24-695). (Planner)

6. Consideration on first reading for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (24-697). (Planner)

7. Consideration on 1st reading of Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G). (24-698). (Planner)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to $2,741.58 as recommended by the Code Enforcement Board. (24-682). (Police Chief)

2. Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2028. (24-699). (Administrative Services Director)

This Agenda may be Amended up until or at the Meeting

3. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025. (24-694). (Administrative Services Director)

VIII. City Business:

1. Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02-COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval. (24-681). (Community Services Director)

2. Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of $309,793 for Critical I.T. Infrastructure; Approval for the City Manager to Execute Documents related to the debt financing; Approval the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal. (24-692). (Finance Director)

3. Approve First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision. (24-708). (City Manager)

4. Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy-backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763. (24-620). (Public Works Director)

IX. Informational Agenda:

1. Informational Only – The City of Cocoa's Open Board Vacancies. (24-704). (Administrative Services Director)

2. Bi-weekly Report from November 7- December 6, 2024. (24-707). (City Manager)

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://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members

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

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

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

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-701	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the Minutes for the Second Budget Hearing of September 17, 2024 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-17-2024 Minutes ADA.pdf Exhibit A - FY2025 Millage and Budget Hearing (9-17-24) FINAL .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the Minutes for the Second Budget Hearing of September 17, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the Second Budget Hearing of September 17, 2024 as written or with amendments.

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MINUTES
City of Cocoa
Budget Hearing

September 17, 2024

A City Council Budget Hearing was held on Tuesday, September 17, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Councilmember Weeks provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance.

The Recording Secretary took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Patricia Weeks	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Asst. City Attorney – *via phone*
	Stockton Whitten	City Manager
	Abbey Bass	Asst. City Clerk
ABSENT:		
	Alex Goins	Councilmember

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Evander Collier, Police Chief; Jonathan Lamm, Fire Chief; Jack Walsh, Utilities Director; Charlene Neuterman, Community Development Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Rob Beach, Chief Technology Officer; and Corbin Gilbert, Help Desk Support Tech.

I. Public Hearing:

1. (a) Approve Resolution 2024-088 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2025 commencing on October 1, 2024 and ending on September 30, 2025, which represents an increase of 9.05% over the rolled-back rate of 6.3671.

Rebecca Bowman, Finance Director, presented the item via PowerPoint. [1]

Councilmember Koss explained that she understood the percent rate but wanted to know what the actual increase in the budget was compared to last year.

Ms. Bowman advised she would review that information in the next item.

Mayor Blake opened the item to the public for comments or questions.

Kristin Lorti, Cocoa resident, advised Council that she prepared for this meeting and was not given adequate time and requested the timer be turned off. She wanted to know if the millage could be decreased at this meeting. She said other cities in Brevard County are not going with the millage rate and they have chosen to go with a lower rate instead of the rolled back rate.

She added that she went all the way back to 2007 and there was a reduction. Furthermore, in 2014 there was a reduction from 5.9811 to 5.790. She wanted to clarify if this millage rate was final or if it could still be changed to the rollback rate.

There being no further questions or comments, Mayor Blake closed the item to the public.

Councilmember Weeks advised she was not on Council when the rate was determined but asked since the millage rate has not gone up but home prices went up would homestead properties be going up three percent too. Additionally, she asked if this rate was based on the taxable value of homes and if new home construction value would be included.

Ms. Bowan advised it would include new construction and that’s where we get the total value of revenue collected.

Mayor Blake asked about the cost for the Fire and Police Departments. He also asked about the new Amazon opening and the revenue it will be bringing in.

[1] Exhibit A – FY25 Millage and Budget Presentation – Seconding Budget Hearing

City Manager Whitten advised the rate has been maintained for several years and advised there are two separate items. He explained the difference between the two.

Councilmember Koss asked if the state advised which order the items had to be heard in. She advised that she's supported the millage rate because she believes Cocoa is on the verge of greatness. She received a lot of calls and a lot of people are concerned. She is a little concerned with the rate as well. She wanted to know the difference between this year's budget and last year's budget.

Ms. Bowman provided further clarification.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve Resolution 2024-088 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2025 commencing on October 1, 2024 and ending on September 30, 2025, which represents an increase of 9.05% over the rolled-back rate of 6.3761.**

AYES: Blake, Hearn, Koss, Weeks, Goins

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b) Approve Resolution 2024-089 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2025 commencing on October 1, 2024 and ending on September 30, 2025. (24-517). (Finance Director)

Ms. Bowman presented the item.

Mayor Blake reopened the meeting to the public.

Ms. Lorti advised she wanted to dispute the millage and the budget. She said the information online is confusing for people who look at it. The budget on the website is 95 pages and does not provide enough information and is very hard to understand. She felt that Cocoa has the least amount of information in the county.

Additionally, she thinks we should have a better system for citizens to understand the increase. She inquired about the water bill increase and asked for the employee's salary increase rate.

There being no further questions or comments, Mayor Blake closed the Hearing to the public.

Councilmember Koss agreed that a better breakdown would have been helpful. She advised that salary increases are usually 3% but this year its 5% and advised

that there was pressure to provide that salary increase. She explained what she looks for when increasing the budget.

Mayor Blake advised Palm Bay's budget is different than ours as well as Titusville. He advised several of our employees have left and went to Palm Bay due to higher wages and asked how can we compete if we do not increase salaries. He pointed out that all over the state organizations are losing employees due to higher dollar salaries.

Councilmember Weeks mentioned that the Junny Rios splash pad was done away with and wanted to know what happened to the extra money. She asked if the money has to be dedicated to the park or if it can be used elsewhere.

City Manager Whitten advised that it can be used however Council decides. He touched on the salary increase and that other counties are taking our employees because they can offer higher wages and explained that is why it is a 5% salary increase.

Ms. Bowman explained that the funds will be there until Council gives direction as to what they would like the funds to go to.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve Resolution 2024-089 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2025 commencing on October 1, 2024 and ending on September 30, 2025.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

II. Council Business

1. Approve a budget resolution and related BAF #24-131 to increase project contingency funding in the amount of $420,000 for the Fiske Boulevard and Broadmoor Acres Drainage Improvement Project. Approve Project Construction Contingency Resolution adding $420,000 to the existing contingency amount of $1,985,102 for a new total of $2,405,102. Authorize the City Manager to approve and issue construction change orders not to exceed $2,405,102 related to the project. The new construction contingency amount supersedes Agenda's 23-458 approved by Council on 3/22/22 and 24-223 approved by Council on 5/14/24. (Public Works Director)

Councilmember Goins advised he had some concerns about the community and the construction and noted that the community is concerned about the delays. He stated we need to be more transparent and give more information to the community.

City Manager Whitten pointed out that we have a dedicated page to this project for the citizens. He shared that a couple of businesses have been affected by this and we have worked with them and the contractor. He advised we are nearing the end of these projects.

Ms. Abby Morgan, Public Works Director, shared that the completion date is March 2025 but she advised they are in the last quarter of the projects and roads will be open in two weeks.

Councilmember Goins said it could be beneficial for the project manager/contractor to go door to door and hand out flyers to help raise awareness as some people do not have access to the web page or might not know how to access it.

Samantha Senger, Communications and Economic Development Director, advised they mailed out notices to everyone in the community in the last version of the Cocoa FYI.

Councilmember Koss shared that she supports Councilmember Goins' approach to wanting something a little more personal. She advised having someone walk door to door might be a little more personal and be better for the community.

Councilmember Weeks said her concern is the change in the price and asked what the cost increase was due to. She stated it seems like a huge cost overrun and wanted to know why.

City Manager Whitten advised the city received $ 4 million from FEMA and $1.8 million from utilities.

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

*** MOTION by Councilmember Weeks; Seconded by Councilmember Koss, to approve Resolution 2024-090 Amending the FY2024 Budget, BAF #24-131 IFT (1&2), to increase Project Contingency funding in the amount of $420,000 for the Fiske Boulevard and Broadmoor Acres Drainage Improvement Project. Approve Project Construction Contingency Resolution 2024-091 adding $420,000 to the existing contingency amount of $1,985,102 for a new total of $2,405,102. Authorize the City Manager to approve and issue construction change orders not to exceed $2,405,102 related to the project. The new construction contingency amount supersedes Agenda's 23-458 approved by Council on 3/22/22 and 24-223 approved by Council on 5/14/24.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Adjournment:

*** MOTION by Councilmember Weeks; Seconded by Councilmember Koss, to adjourn the Council Budget Hearing of September 17, 2024.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:30 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Abbey Bass, Assistant City Clerk

FY 2025 BUDGET PRESENTATION

COCOA FLORIDA











Second Public Hearing-September 17, 2024

Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Final Millage Rate for FY 2025
- Adopt a Final Budget for FY 2025

The City must have a balanced budget by October 1, 2024



TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2025 City of Cocoa Final Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 6.9532 approved by City Council on July 23, 2024, by a (5-0) vote.

The FY 2025 Budget was developed with assumptions of Ad Valorem Revenue at 6.9532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑Step 2

Adopt the FY 2025 City of Cocoa Final Budget

FY 2025 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes
1	Satellite Beach	8.1312	7.5611	7.999	$12,375,316
2	Palm Bay	7.0171	6.5627	7.0171	$57,843,164
3	**Cocoa**	**6.9532**	**6.3761**	**6.9532**	**$12,031,515**
4	Titusville	6.7945	6.3536	6.5817	$22,211,989
5	Melbourne	TBD	TBD	TBD	TBD
6	Cocoa Beach	6.1644	5.6945	TBD	TBD
7	Indialantic	5.9810	5.5951	5.9999	$3,923,920
8	Rockledge	TBD	TBD	TBD	TBD
9	Indian Harbor Beach	5.5499	5.1745	5.5168	$7,845,532
10	Melbourne Beach	4.5700	4.2798	4.5700	$2,978,376

City of Cocoa's FY 2025 Proposed Final Millage Rate is the same as 2024. Note: Ranking is established using the Proposed Rate (As of 7-23-24) and a number of Cities have not yet responded as of 9/17/24.

Substantive Issues to Discuss

COCOA
FLORIDA

- ✓Total FY 2025 Budget is $172,974,318
- ✓General Fund Revenue is $54,377,562
- ✓The General Fund Budget includes a millage rate of 6.9532
- ✓This is a 9.05% increase over the rolled-back rate of 6.3761
- ✓This increase was needed to fund:
  - Salaries and Benefits
  - Mandatory or Critical Capital Equipment
  - Maintain Essential Services
  - Absorb Inflationary Costs

Public Hearing - Comments

COCOA
FLORIDA



Public Announcement

COCOA
FLORIDA

- ✓The City of Cocoa is the taxing authority
- ✓The rolled-back rate is 6.3761
- ✓The millage rate of 6.9532 is a tax increase of 9.05% as a percent change of the rolled- back rate
- ✓The millage rate to be levied is 6.9532 which is 0% over the adopted FY2024 millage rate of 6.9532

Rolled Back Rate

COCOA
FLORIDA

Rolled Back Rate Definition: The millage rate, called the "Rolled Back Rate", allows local governments some growth in revenues, by excluding new construction from the calculation and keeps the taxpayers taxes the same as the previous year. The rolled back rate is a term that applies to the property tax rate as it changes year over year, in relation to property values.

Calculation of Roll Back Rate:

(Prior Year DOR FORM Tax Revenues minus TIF Payments)

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(Taxable Value minus New Construction Taxable Value minus Tax Increment Value)

Millage Rate Adoption

COCOA
FLORIDA

Requested Action:

Approve Resolution No. 24-088, Adopting the final millage rate of 6.9532 mills. for the City of Cocoa, commencing on October 1, 2024, and ending on September 30, 2025, which is 9.05% over the rolled back rate of 6.3761.



FY 2025 Final Budget



COCOA FLORIDA

FY 2025 FINAL BUDGET

COCOA
FLORIDA

Fund	FY 2025 Final Budget
Water/Sewer	$85,660,586
General	$54,377,562
W/S Renewal and Replacement	$13,011,059
W/S Restricted Assets	$8,658,996
Special Revenue	$3,846,164
W/S Impact Fees	$2,397,605
Stormwater	$2,299,404
Debt Service	$1,452,525
Workers Comp	$1,270,417
TOTAL	**$172,974,318**

FY 2025 General Fund Overview



COCOA FLORIDA

General Fund Revenue Sources

COCOA
FLORIDA

- **Taxes**
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
  - Local, State & Federal Grants and State Shared Revenues
- **Charges for Service**
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
  - Property Seized
  - Court-held confiscated items
- **Miscellaneous**
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.
- **Other Non-Revenue**
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

FY 2025 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2025 Final Budget	FY 2025 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves) **(Total Utility Fund Transfers/Utility Fund Support)**	$20,685,543	38%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$15,912,604	29%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$7,888,773	15%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,744,539	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,997,819	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$1,133,284	2%
Finds and Forfeitures	$15,000	0%
Total FY 2025 Revenue by Funding Source	**$54,377,562**	**100%**

FY 2025 Final Budget General Fund by Department

COCOA
FLORIDA

General Fund	FY 2024 Adopted Budget	FY 2025 Final Budget	Variance	FY 2025 % of Budget
Police	$13,373,042	$13,887,491	$514,449	26%
Public Works	$10,681,569	$12,383,375	$1,701,806	22%
Fire	$8,345,033	$9,556,724	$1,211,691	18%
General Operations	$6,569,730	$7,342,851	$773,121	14%
Finance	$4,116,978	$4,316,591	$199,613	8%
Information Technology	$2,828,454	$3,061,339	$232,885	6%
Administrative Services	$1,132,487	$1,209,532	$77,045	2%
City Manager Office	$1,015,298	$1,050,923	$35,625	2%
Communication/Economic Development	$967,782	$1,001,508	$33,726	2%
Community Services	$238,442	$214,265	($24,177)	0%
City Council	$182,908	$179,948	($2,960)	0%
Emergency Operations	$233,737	$173,015	($60,722)	0%
TOTAL	**$49,685,460**	**$54,377,562**	**$4,692,102**	**100%**

FY 2025 Water/Sewer Budget Overview



COCOA
FLORIDA

FY 2025 Water/Sewer Revenues

COCOA
FLORIDA

Funding Source	FY 2025 Final Budget	FY 2025 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$79,722,196	93%
Other Non-Revenue (Revenues from Unrestricted Net Position)	$5,401,262	6%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$537,128	1%
Total FY2025 Revenue by Funding Source	**$85,660,586**	**100%**

FY 2025 Final Budget Water/Sewer Fund by Division

COCOA
FLORIDA

Water/Sewer Fund	FY 2024 Adopted Budget	FY 2025 Final Budget	Variance	FY 2025 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$44,221,650	$44,094,923	($126,727)	51%
Water Production	$16,624,273	$17,488,227	$863,954	20%
Water Field Operations	$11,441,410	$10,979,324	($462,086)	13%
Water Reclamation	$4,100,642	$4,434,599	$333,957	5%
Engineering	$4,256,920	$2,364,248	($1,892,672)	3%
Sewer Field Operations	$3,017,922	$3,509,958	$492,036	4%
Utility Support Services	$2,110,148	$2,171,331	$61,183	3%
Debt Service	$0	$468,106	$468,106	1%
Inventory	$204,468	$149,870	($54,598)	0%
TOTAL	**$85,977,433**	**$85,660,586**	**($316,897)**	**100%**

FY 2025 Stormwater Budget Overview



COCOA FLORIDA

FY 2025 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2025 Final Budget	FY 2025 % of Budget
Special Assessment	$2,179,197	95%
Tax Certificates	$110,207	5%
Delinquent Tax	$10,000	0%
Total FY 2025 Revenue by Funding Source	**$2,299,404**	**100%**

FY 2025 Stormwater Final Budget

COCOA
FLORIDA

Stormwater Fund	FY 2024 Adopted Budget	FY 2025 Final Budget	Variance	FY 2025 % of Budget
Personal Services	$682,295	$638,667	($43,628)	28%
Operating	$965,312	$761,110	($204,202)	33%
Capital	$233,018	$568,900	$335,882	25%
Other Non-Revenue (Overhead Allocations)	$312,503	$328,128	$15,625	14%
Debt Service	$0	$2,599	$2,599	0%
TOTAL	**$2,193,128**	**$2,299,404**	**$106,276**	**100%**

Public Hearing - Comments

COCOA
FLORIDA



Adopting the FY 2025 Tentative Budget

COCOA
FLORIDA

Requested Action:

• Approve Resolution No. 2024-089 adopting the Fiscal Year 2025 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2024, and ending on September 30, 2025.





QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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Legislation Details (With Text)

File #:	24-702	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting of September 24, 2024 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-24-2024 Minutes ADA.pdf Exhibit A - Lead and Copper.pdf Exhibit B - City Council ORD 08-2024 FLUM Amendment Cocoa Place 2024-09-24.pdf Exhibit C - City Council Presentation ORD 09-2024 ZMA Cocoa Place 2024-09-24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting of September 24, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council Meeting of September 24, 2024 as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

September 24, 2024

A Regular City Council Meeting was held on Tuesday, September 24, 2024, 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 6:05 p.m.

Councilmember Goins provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Lora Howell, Deputy Finance Director; Charlene Neuterman, Community Services Director; Samantha Senger, Communications and Economic Development Director; Evander Collier, Police Chief; Jonathan Lamm, Fire Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Mitch Lawyer, Systems and Support Manager; Megan Crutcher, Help Desk Support Tech; and Jennifer Webster, Senior Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 24, 2024. (24-572).

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve the agenda for the Regular meeting of September 24, 2024 with several amendments to add a Lead and Copper presentation to Awards and Presentations, to add City Business item VIII.1 to approve a Collective Bargaining Agreement for the International Association of Firefighters; City Business item VIII.2 to approve a three year contract with the Coastal Florida Police Benevolent Association; City Business item VIII.3 to approve a three year contract with LIUNA; City Business item VIII.4 to adopt Resolution No. 2024-095 declaring a State of Emergency for Tropical Storm Helene; and to move Multi-Year Consent item V.10(b) to City Business item VIII.5.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of July 23, 2024. (24-571).

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the minutes for the Special City Council meeting of July 23, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Lead and Copper Presentation. (Utilities Director) Walk-on Item.

Mr. Walsh gave a presentation[1] and provided Council with information regarding lead and copper pipes.

IV. Delegations:

[1] Exhibit A: Lead and Copper

Aleck Greenwood, 640 Brevard Ave., Cocoa, informed Council that he plans on meeting with the City Manager soon to address some loopholes in the City's ordinances and the City Charter guidelines.

Additionally, with the holidays coming up he would like to see a discussion about the permittance of golf carts come back to Council. He reminded everyone of how successful the golf cart parade was last year and would like to see it happen again.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget (24-486). (Utilities Director)

2. To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget. (24-488). (Utilities Director)

3. To Approve Task Order 2025-08 with Carollo Engineers, Inc., Orlando, Florida, for Critical Information Technology Infrastructure. (24-494). (Utilities Director)

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

4. Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review; Pending Approval of the FY2025 Budget. (24-505). (Utilities Director)

5. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 Budget. (24-545). (Utilities Director)

6. To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget. (24-547). (Utilities Director)

7. Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (24-559). (Administrative Services Director)

8. Authorize the City Manager to contract for and issue payment for the renewal of maintenance, licensing, and cloud agreements for a critical infrastructure system utilizing GSA Contract #GS-35F-303DA in an amount not to exceed $95,000 for FY 2025, and further authorize the City Manager to contract for and issue payment for associated future renewal years (with increases up to 6% each subsequent year) for the remainder of the useful life of the critical infrastructure. Pending the Adoption of the FY25 Budget. (24-560). (Chief Technology Officer)

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

9. Resolution to approve official street names for private roads serving Allegra at Cocoa Apartments. (24-563). (City Planner)

(B) Multi-Year Contracts:

~~10. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget. (Administrative Services Director) (24-518). (Administrative Services Director)~~ Moved to City Business VIII.5.

*** MOTION by Councilmember Weeks; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Second Reading: Consideration of final adoption of Ordinance 08-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial". (24-550). (City Planner)

City Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster provided Council with a brief presentation[2] and let Council know that nothing has changed since the First Reading.

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Councilmember Goins; Seconded by Councilmember Weeks to approve Ordinance 08-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

[2] Exhibit B: Ordinance 08-2024 Presentation

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Second Reading: Consideration of final adoption of Ordinance 09-2024, a city-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”. (24-551). (City Planner)

City Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided Council with a brief presentation[3] and let Council know that nothing has changed since the First Reading.

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Councilmember Weeks; Seconded by Councilmember Goins to approve Ordinance 09-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Conduct the final public hearing for the updated Propose Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements.

[3] Exhibit C: Ordinance 09-2024 Presentation

Authorize the City Manager to make adjustments to the FY2025 budget as necessary. (24-553). (Community Services Director)

Ms. Neuterman explained at the May 28, 2024 City Council meeting, staff presented CDBG allocation estimates for the City of Cocoa. After the May 28th Council meeting, Staff received the allocation for Fiscal Year 2025. The estimated allocation presented at the May 28th meeting was $128,609. The new allocation for CDBG funding for Fiscal Year 2025 is $119,567. Additionally, at the May 28, 2024 Council meeting, it was noted that the HOME funds also decreased to $63,294.02. The actual allocation after deducting the County's portion is $63,255.47.

Staff is requesting Council approve the updated, proposed FY2024/2025 Action Plan, approve the plan for submission to HUD, and authorize the Mayor to sign all subsequent certifications and agreements.

Mayor Blake opened the Hearing to the public.

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

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028. (24-570). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve the reappointment of Milton Norris Park and Elliott Zimmerman as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve the Collective Bargaining Agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2024 through September 30, 2027. (24-562). (Administrative Services Director) Walk-on Item.

   Ms. Gemmati provided a brief explanation of the item.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the Collective Bargaining Agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2024 through September 30, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2024 through September 30, 2027, contingent on a passing ratification vote with CFPBA. (24-569). (Administrative Services Director) Walk-on Item.

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Hearn to approve a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) for the contract term of October 1, 2024 through September 30, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2024 to September 30, 2027, contingent on LIUNA having a passing ratification vote. (24-567). (Administrative Services Director) Walk-on Item.

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2024 to September 30, 2027, contingent on LIUNA having a passing ratification vote.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Adopt Resolution No. 2024-095 Declaring a State of Emergency for Tropical Storm Helene.

Chief Lamm talked about the storm and provided an update of the movement and impacts of the storm on the state.

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve Resolution No. 2024-095 declaring a State of Emergency for Tropical Storm Helene, and to add a condition to the Resolution that the City Manager and Mayor may agree to adjust the effective date and time as necessary and to notify Council of any changes.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget. (Administrative Services Director) (24-518). (Administrative Services Director)

Ms. Gemmati provided a brief explanation of the item.

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. 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. (24-565). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (24-566). (Finance Director)

3. FY 2024 August Budget Adjustment Report. (24-567). (Finance Director)

4. Bi-weekly Report from September 9 - September 20, 2024. (24-573). (City Manager)

5. Informational Only – The City of Cocoa's Open Board Vacancies. (24-574). (City Clerk)

X. Reports:

Ms. Senger reminded everyone of the Provost Park grand opening from 4-7pm one week from today. This will be held right before the National Night Out event.

The first session of Citizen's Academy will also be taking place at 5:30pm at Cocoa City Hall that same evening.

Councilmember Koss announced that her District 4 Townhall meeting will be on October 15, 2024 at the Travis Park Recreation Center beginning at 6pm.

Councilmember Weeks talked about several events she recently attended which included the Cocoa High School football game where they won the game.

She also attended the Fiddler on the Roof play at the Cocoa Village Playhouse which she thought was really great.

Lastly, she will be doing a meet and greet on October 9th at Lost Lakes to meet with the residents and will be handing out giveaways for anyone who is interested in attending.

Councilmember Goins shared some photos from events he recently attended. He gave a shout out to the Knot Bar in Cocoa Village and shared information about the upcoming Oktoberfest at the Village Bier Garten from September 20th through October 26th.

Mayor Blake asked everyone to prepare themselves for the upcoming storm. He will be visiting Cocoa High School tomorrow to speak to the children there.

Additionally, on Thursday there will be a Florida League of Mayors breakfast meeting at the Cocoa Civic Center that he will be attending.

XI. Adjournment:

*** MOTION by Councilmember Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of September 24, 2024.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:55 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Lead and Copper Revised Rule (LCRR)

September 17,2024



CITY OF COCOA
UTILITIES DEPARTMENT

Agenda

- Lead and Copper Rule Revision
- Key Aspects LCCR / Informational Flyer
- LCCR Compliance
- LCRi – new rule?
- Customer and Utility Impacts
- Policies
- Questions

Lead and Copper Rule Revision



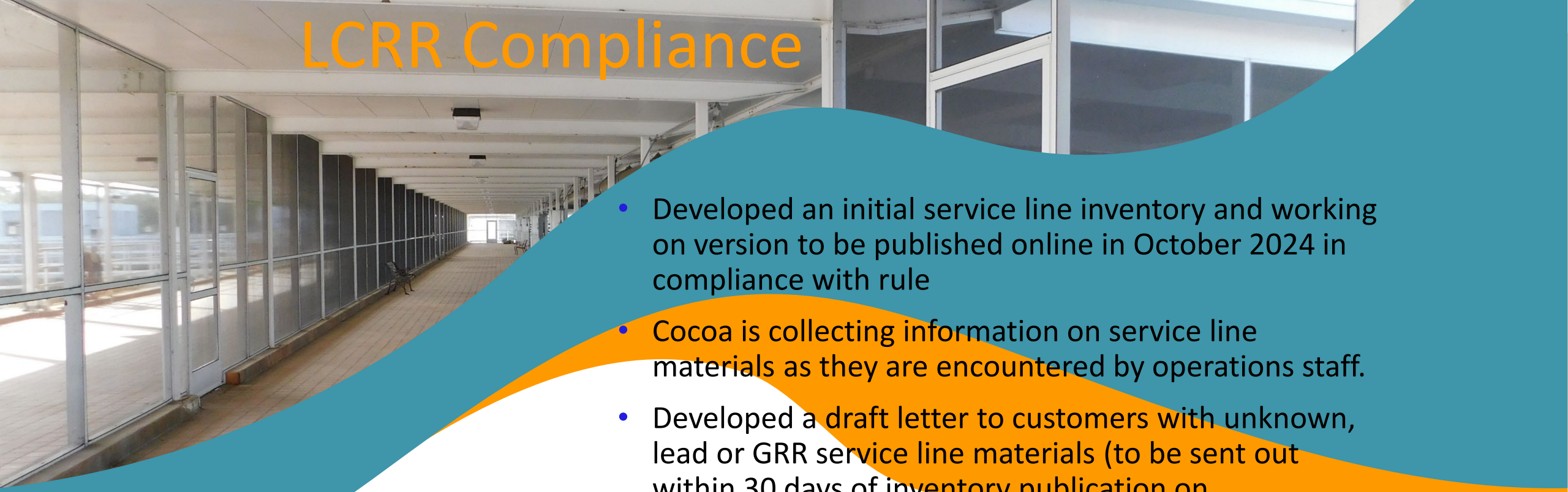


The US Environmental Protection Agency (EPA) promulgated changes to the Lead and Copper Rule on 12/16/2021 with a compliance date of **10/16/2024**.

<u>New Requirements</u>:

- Service line Inventory – public and private
- Replacement Plan
- Compliance Sampling criteria
- Schools and Daycare testing
- Notifications

LCCR



LCRR Compliance

- Developed an initial service line inventory and working on version to be published online in October 2024 in compliance with rule
- Cocoa is collecting information on service line materials as they are encountered by operations staff.
- Developed a draft letter to customers with unknown, lead or GRR service line materials (to be sent out within 30 days of inventory publication on 10/16/2024)
- Developed webpage ready to launch with information and resources on the Lead and Copper Rule
- Developed a customer self-reporting survey, which will be hosted on the City LCR webpage
- Cocoa and other local utilities have met with Brevard County School Board. Cocoa is investigating service line materials at schools

LCRR

https://www.cocoafl.gov/1846/Lead-and-Copper-Program

Key Aspects LCRR

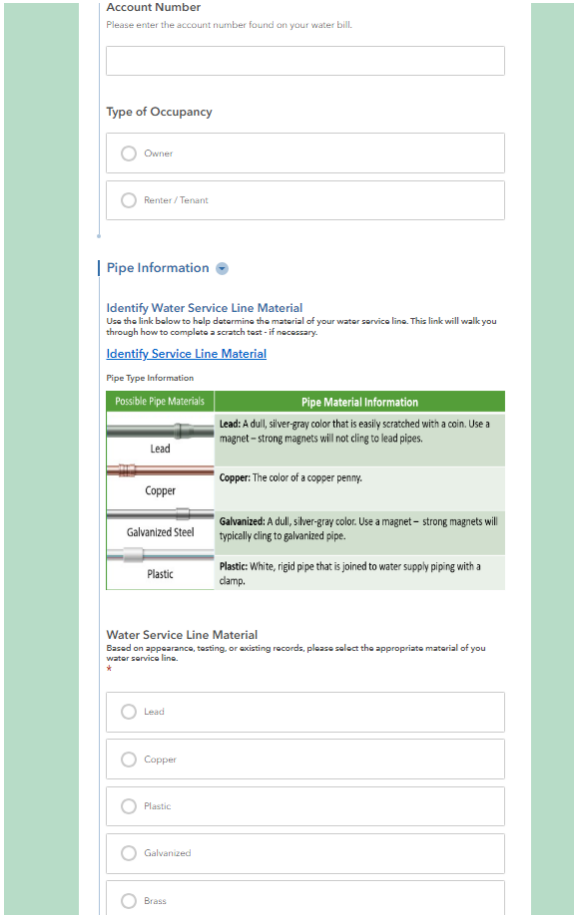
- Develop an inventory identifying all service lines in system (both public and private portions) and publish online by October 16, 2024

Current Stats
58,146 unknowns
29 GRRs
0 Lead

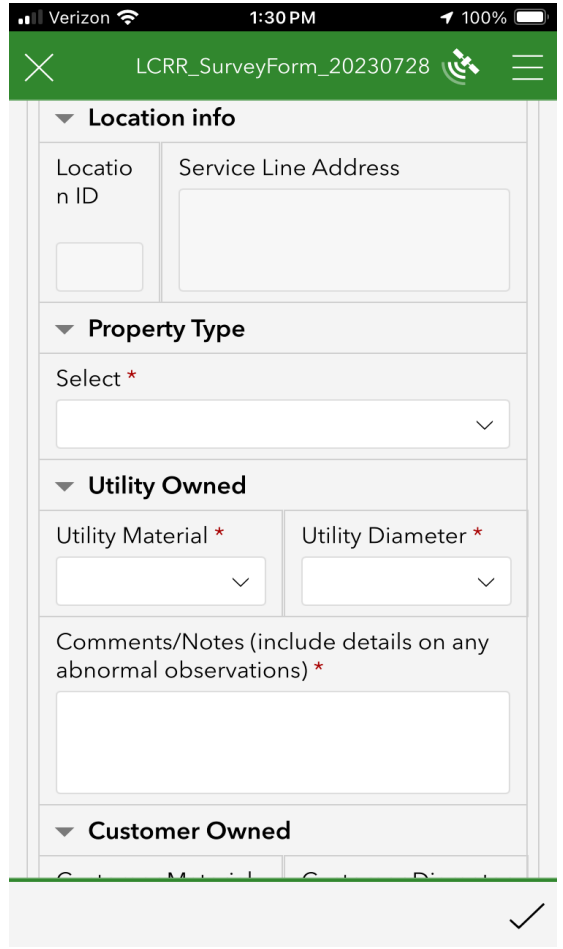
GOAL



Self Reporting Survey



Staff GIS Collection Form

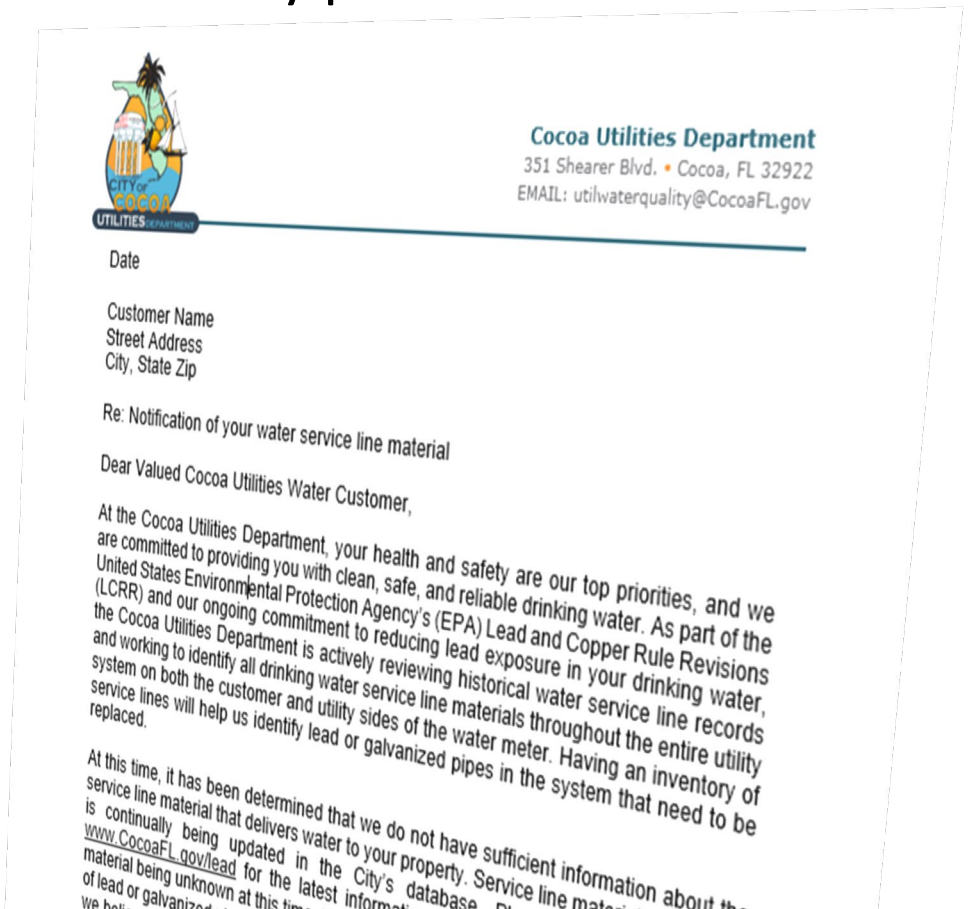


Key Aspects LCRR

- Develop an inventory identifying all service lines in system (both public and private portions) and publish online by October 16, 2024
- Notify customers with lead, GRR, and unknown service lines within 30 days of inventory publication and annually thereafter

GOAL





Cocoa Utilities Department
351 Shearer Blvd. • Cocoa, FL 32922
EMAIL: utilwaterquality@CocoaFL.gov

Date

Customer Name
Street Address
City, State Zip

Re: Notification of your water service line material

Dear Valued Cocoa Utilities Water Customer,

At the Cocoa Utilities Department, your health and safety are our top priorities, and we are committed to providing you with clean, safe, and reliable drinking water. As part of the United States Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) and our ongoing commitment to reducing lead exposure in your drinking water, the Cocoa Utilities Department is actively reviewing historical water service line records and working to identify all drinking water service line materials throughout the entire utility system on both the customer and utility sides of the water meter. Having an inventory of service lines will help us identify lead or galvanized pipes in the system that need to be replaced.

At this time, it has been determined that we do not have sufficient information about the service line material that delivers water to your property. Service line material is continually being updated in the City's database for the latest information www.CocoaFL.gov/lead material being unknown at this time of lead or galvanized

Key Aspects LCRR

GOAL



- Develop an inventory identifying all service lines as Lead, GRR, or Non Lead in the system (both public and private portions) and publish online by October 16, 2024
- Notify customers with Lead, GRR, and Unknown service lines within 30 days of inventory publication and annually thereafter and after ownership changes
- Compliance sampling at customer taps. First round of compliance sampling in January 2025
- Development of Replacement Plan by October 16, 2024
  - If compliance sampling exceeds trigger level or action level, water systems must initiate lead service line replacement.
- School and childcare facility sampling required. First 20% of sampling due October 2025.
  - Sample all schools and licensed childcare facilities within service area in 5 years, at rate of 20% per year

Informational Flyer
LCRR

GOAL



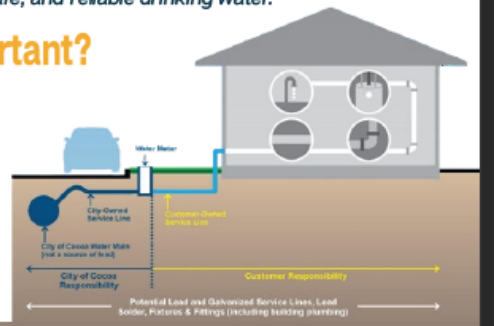
WATER SERVICE LINE MATERIAL INFORMATION

SERVICE LINE MATERIAL IDENTIFICATION AND LEAD AND COPPER INFORMATION

We are committed to providing you with clean, safe, and reliable drinking water.

Why is service line identification important?

As part of the United States Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) and our ongoing commitment to reducing lead exposure in your drinking water, the Cocoa Utilities Department is actively reviewing historical water service line records and working to identify all drinking water service line materials throughout the entire utility system on both the customer and utility sides of the water meter. Having an inventory of service lines will help us identify lead or galvanized pipes in the system that need to be replaced.



Sources of Lead

Your drinking water is lead-free when it leaves our treatment plants, but as water travels through the system to your faucet, lead can enter the water through the corrosion (or wearing away) of plumbing materials including brass fixtures and fitting, and lead soldered joints in home/building plumbing, as well as lead service lines. Lead is a common metal found in the environment. Although the primary sources of lead exposure for most children are deteriorating lead-based paint, lead-contaminated dust, and lead-contaminated residential soil, EPA estimates that 10 to 20 percent of a person's potential exposure to lead may come from drinking water. In Florida, lead was commonly used for water service lines and indoor plumbing solder until 1989 when it was banned.

What Can I do?

- IDENTIFY YOUR WATER SERVICE LINES AND REPLACE ANY LEAD OR GALVANIZED LINES OR MATERIALS
- RUN COLD WATER FOR 5 MINUTES TO REDUCE LEAD FROM INTERIOR PLUMBING AND USE COLD WATER FOR DRINKING COOKING, AND PREPARING BABY FORMULA
- CONSIDER PURCHASING A FILTER AND CLEAN YOUR FAUCET AERATORS REGULARLY, TEST YOUR WATER FOR LEAD AND YOUR CHILD'S BLOOD LEAD LEVEL
- INSTALL LEAD-FREE FAUCETS AND FIXTURES

Service Line Materials



LEAD GALVANIZED COPPER PLASTIC

HELP US IDENTIFY YOUR SERVICE LINE MATERIAL BY COMPLETING THIS BRIEF ONLINE SURVEY

Stay Connected • utilwaterquality@cocoafl.gov • www.CocoaFL.gov/lead

Informational Flyer
LCRR

GOAL



WATER SERVICE LINE MATERIAL INFORMATION

SERVICE LINE MATERIAL IDENTIFICATION AND LEAD AND COPPER INFORMATION

We are committed to providing you with clean, safe, and reliable drinking water.

What is lead?

Lead is a naturally occurring metal that is harmful if inhaled or swallowed. Lead can be found in air, soil, dust, food, and water.

Is my home at risk for lead plumbing?

Lead was commonly used for water service lines and indoor plumbing solder until 1986 when it was banned. Brass faucets, fittings, and valves, including those advertised as "lead-free," may also contribute to lead in drinking water. Until legislation was passed in 2014, "lead-free" plumbing could contain up to 8 percent lead. Current standards for "lead-free" fixtures allow for no more than 0.25 percent of lead content. The most common problem is with brass or chrome-plated brass faucets and fixtures which can leach lead into the water, especially hot water. Galvanized pipes can also serve as a source of lead exposure.

How can I be exposed to lead?

The most common source of lead exposure is from paint in homes and buildings built before 1978. Lead-based paint and lead-contaminated dust are the main sources of lead exposure for children. Lead-based paints were banned for use in housing in 1978.

Although the main sources of exposure to lead are ingesting paint chips and inhaling dust, lead also can be found in some household plumbing materials and some water service lines. The EPA estimates that 10 to 20 percent of human exposure to lead may come from lead in drinking water. Infants who consume mostly mixed formula can receive 40 to 60 percent of their exposure to lead from drinking water. Other sources of lead exposure include paint, ceramics, gasoline, batteries, and cosmetics.

What are the health effects of lead exposure?

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems.

How does lead get into my drinking water?

Lead can enter drinking water if service lines or plumbing materials that contain lead corrode. Additionally, if water stands in plumbing systems containing lead for several hours or more, the lead may be more likely to dissolve into your drinking water.

How does Cocoa test for lead in drinking water?

The Cocoa Utilities Department has been in compliance with the EPA's Lead and Copper Rule, and its revisions, since the rule was first established in 1991. We regularly test the water at a selected number of high-risk homes/buildings located throughout the distribution system. If samples show lead at or above 15 micrograms per liter, we notify the customer and provide instructions on what to do to limit lead exposure as required by Florida Department of Environmental Protection.

Can I test my drinking water for lead?

You can have your water tested for lead. Since you cannot see, taste, or smell lead in water, the only way to determine the level of lead in drinking water at your home/building is to have the water tested. The Florida Department of Environmental Protection maintains a Database of State-certified Laboratories.

I'm concerned my home may have lead plumbing. How can I find out?

We are actively working to identify all drinking water service line materials throughout the water supply. To determine the service line material at your property, we need your help! To help you check for lead, we've created a webpage to guide you through the process.

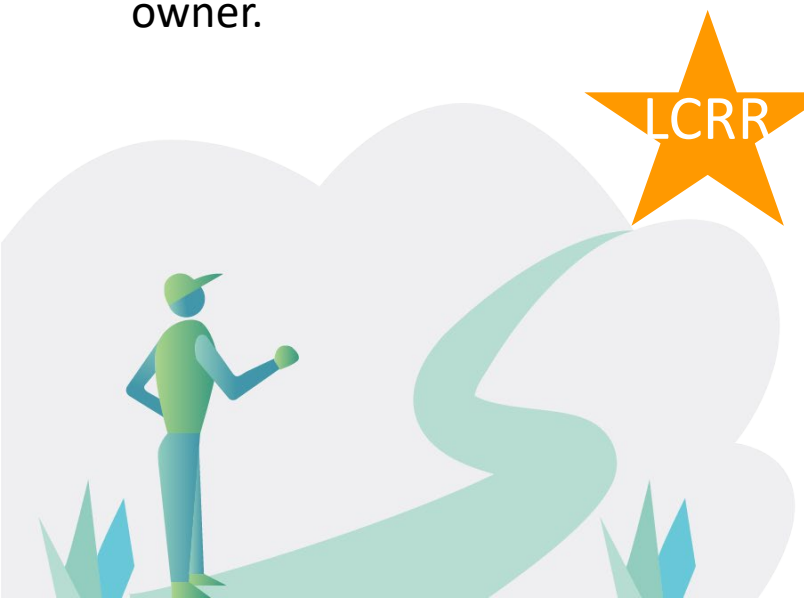
Will Cocoa replace my lead service line?

Cocoa is responsible for any lead service line from the water main to the meter located near the property line. Lead services lines from the meter to a home or building located on a customer's property are the responsibility of the property owner. Please contact a licensed plumber for this work and notify us in advance if you plan to replace your service line by e-mailing utilwaterquality@cocoafl.gov.

Stay Connected • utilwaterquality@cocoafl.gov • **www.CocoaFL.gov/lead**

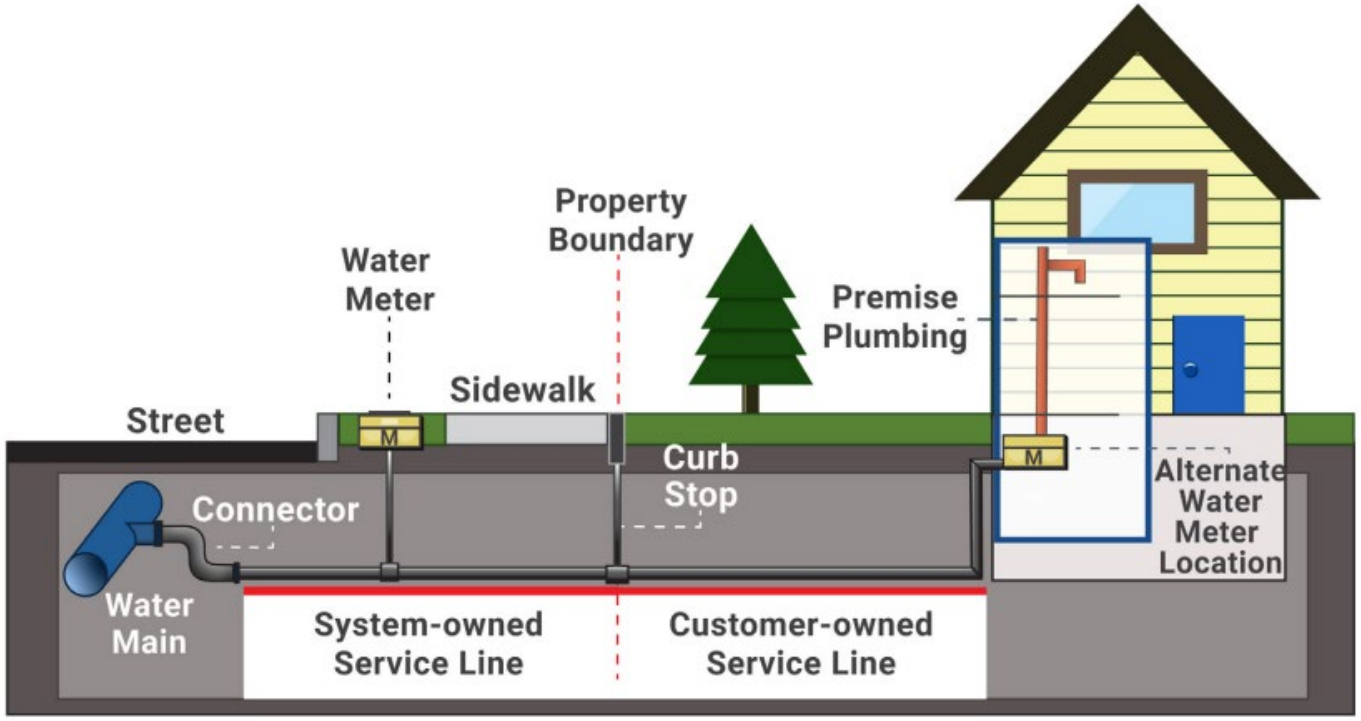
Service Lines

- The City of Cocoa treats the drinking water to minimize the amount of lead that may leach into the water and performs routine water testing to ensure the treatment is effective.
- Service lines are the pipes connecting the water main to the interior plumbing in a building.
- Ownership of the water service line is split between the City of Cocoa and the property-owner.



Types









Proposed LCRi Rule

- Must identify all unknowns and replace all LSL or GRR within 10 years (2037). Mandatory replacement rate of 10% per year.
  - Takeaway: Identify all unknowns by 2027 to avoid excessive replacement rate.
- Lead service line replacement plans not due until 10/16/2027
- Mandatory full service line replacement (i.e. including customer side)
- Connectors (i.e. goosenecks) now required to be included in inventory
- School and childcare facility sampling requirement delayed until October 2027
- New compliance tap sampling requirements delayed until 2028 (from 2025)
- Action level goes to 10 ug/L (no more trigger level)

Customer Impacts
LCRR

- If lead or galvanized required replacement (GRR) service lines are found, it is customer's responsibility to replace their service line from meter to house/business, or opt to not replace it
- Customer must be notified if the Utility Departments identifies a service line type change (i.e. from unknown to GRR/Lead) and notified annually if unknown
- If homeowner replaces private lead service line, water system must replace public side of the lead service line within 45 days (for existing lead or GRR lines)

CITY OF COCOA
UTILITIES DEPARTMENT

Utility Impact LCRR



- If a lead or GRR is found on city side, it will be replaced (has been our policy for years)
- Continuous update of service line inventory, web site and publishing results
- Letter notifications unknowns, changes in materials and compliance letters for those who do not replace service lines as required (currently over 58,000+ unknown lines) $17K cost or less annually plus postage
- If there is a system water quality exceedance, a percent replacement of service lines is required
- Additional laboratory sampling and testing required
- Adding one full time Conservation Officer to assist with LCRR, data, customers etc.

CITY OF COCOA
UTILITIES DEPARTMENT

Financial Summary

	Impacts
 City and Customer have acceptable service line material	No cost impact
 City service line is Lead or GRR, Customer side is OK	Utility cost to replace, no cost to customer
 City service line is OK, Customer side is Lead or GRR	City must annually notify, No current grants available, Customer can defer work
 City service line is Lead or GRR, Customer side is Lead or GRR	Customer/City share costs covered by SRF Forgivable Loan 49/51%

Policies Necessary

- When full service line replacement is needed (customer and utility)
  - A policy to affirm the 49%/51% split represents an equal cost for customers and the utility regardless of actual cost distribution?
  - A policy is required for overages above the cost estimate

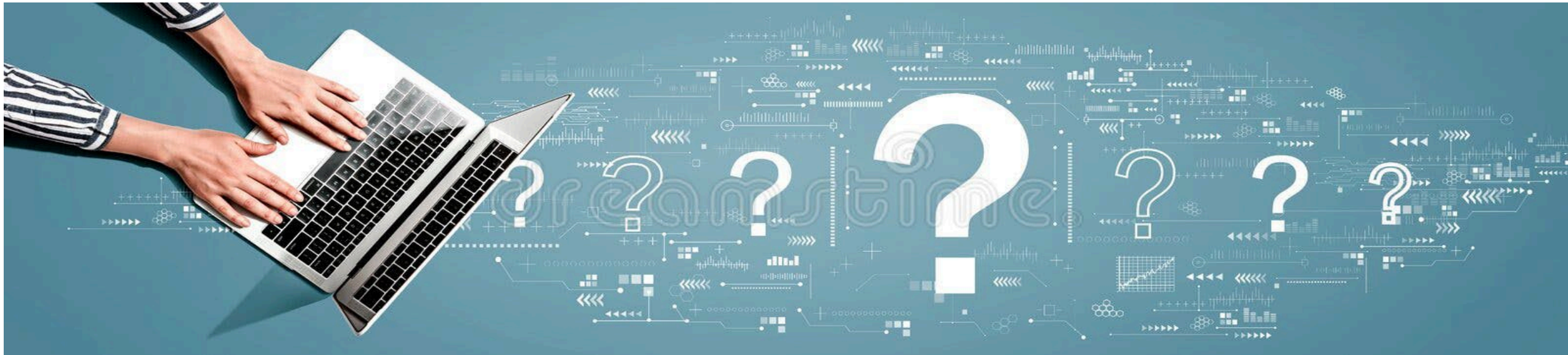
Note: Replacements that qualify for SRF Forgivable Loan would be typically be scheduled and executed after the funding is approved





QUESTIONS?

CITY OF COCOA
UTILITIES DEPARTMENT



CITY COUNCIL MEETING

SEPTEMBER 24, 2024



ORD 08-2024: 2nd Reading

FUTURE LAND USE MAP AMENDMENT

COCOA PLACE

COCOA
FLORIDA

Cocoa Place – FLUM Amendment Location Map



- **Applicant**: City of Cocoa.
- **Purpose**: to correct an inconsistency between the current Future Land Use of “Commercial” and the current Zoning of “RU-1-7”. (incompatible)
- **Goal**: to allow the expansion of current single-family use and redevelopment of property.

Cocoa Place – FLUM Amendment

COCOA
FLORIDA



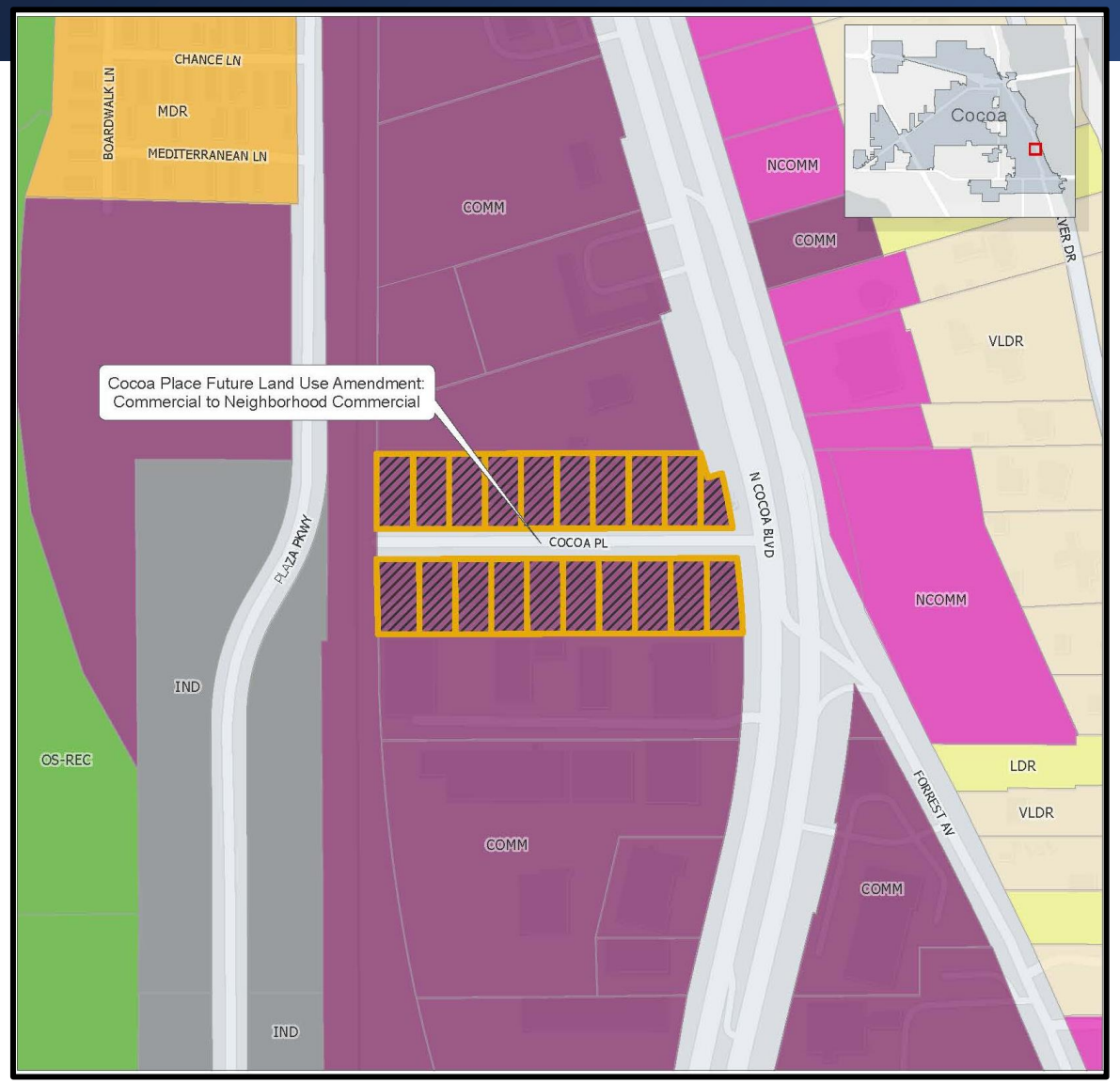
VS



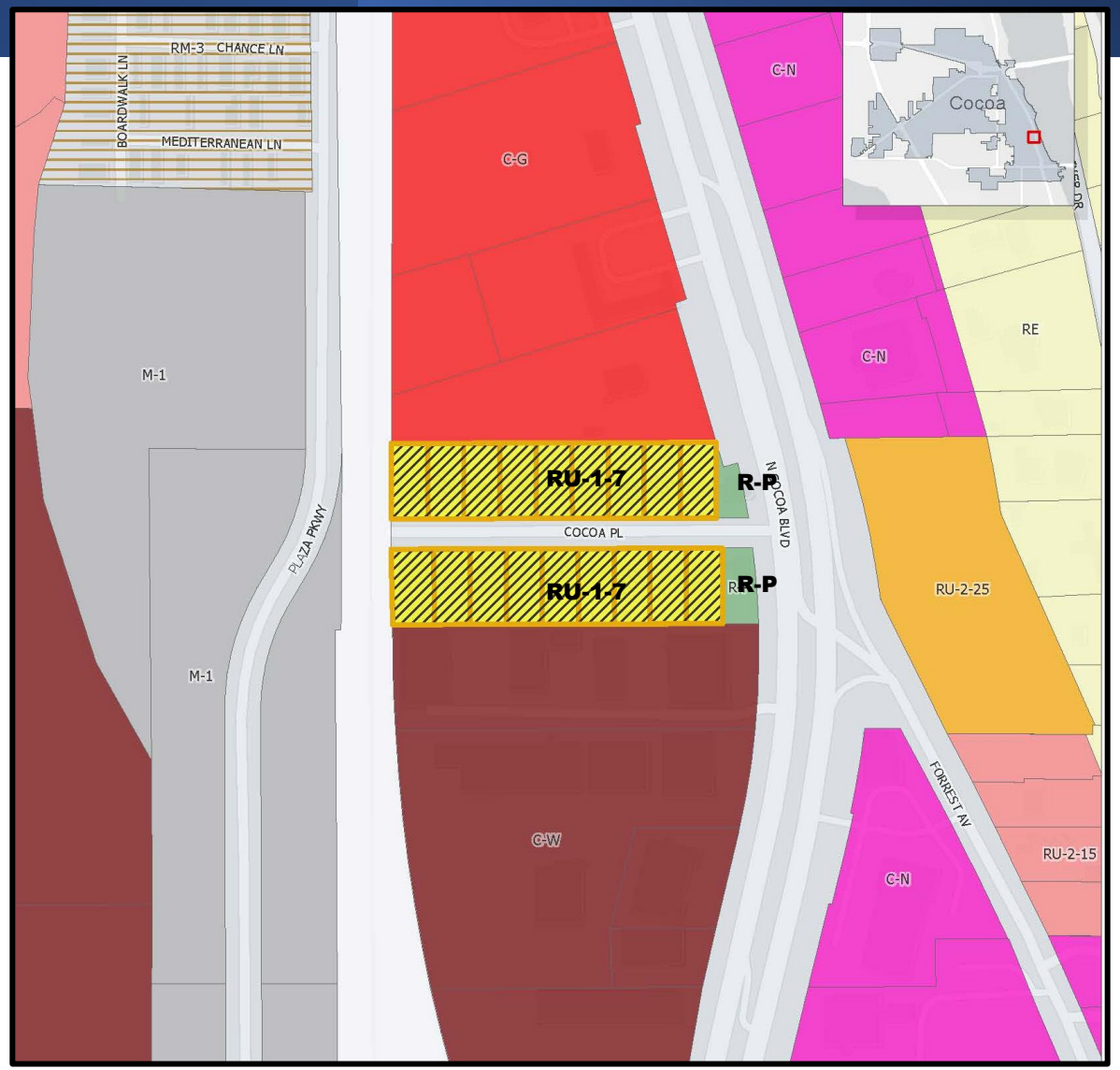
Guides Growth

Implements Standards

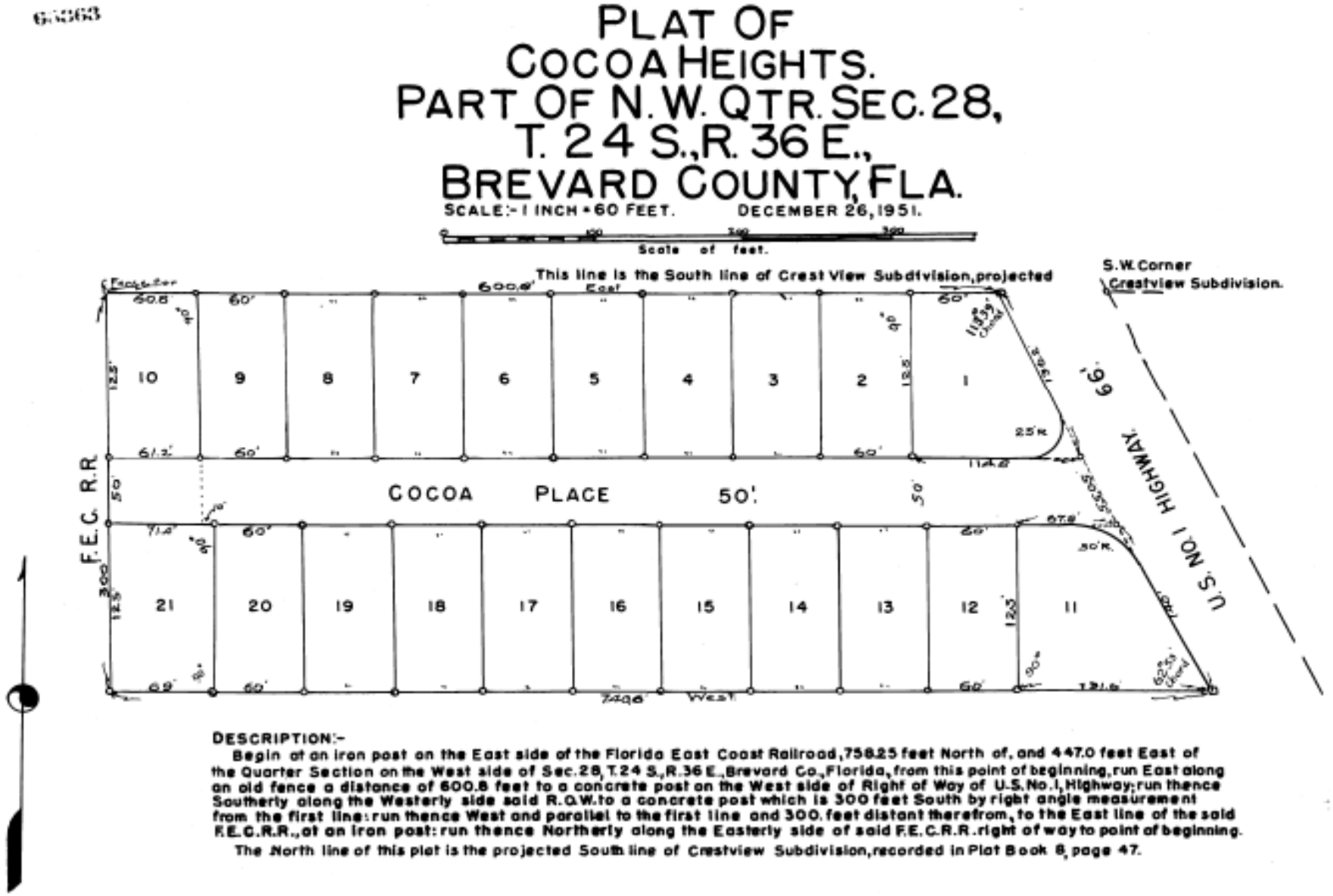
Current Future Land Use: Commercial



Current Zoning: RU-1-7 and R-P "Single Family Residential" and "Residential Professional"



COCOA
FLORIDA



- Platted as single-family neighborhood since 1952 – Cocoa Heights
- FLU became “Commercial” in 2010

Cocoa Place – FLUM Amendment Background & Summary

COCOA
FLORIDA

ORD 08-2024
Future Land Use

Commercial → Neighborhood Commercial

ORD 09-2024
Zoning

RU-1-7 Single Family → C-N Neighborhood Commercial

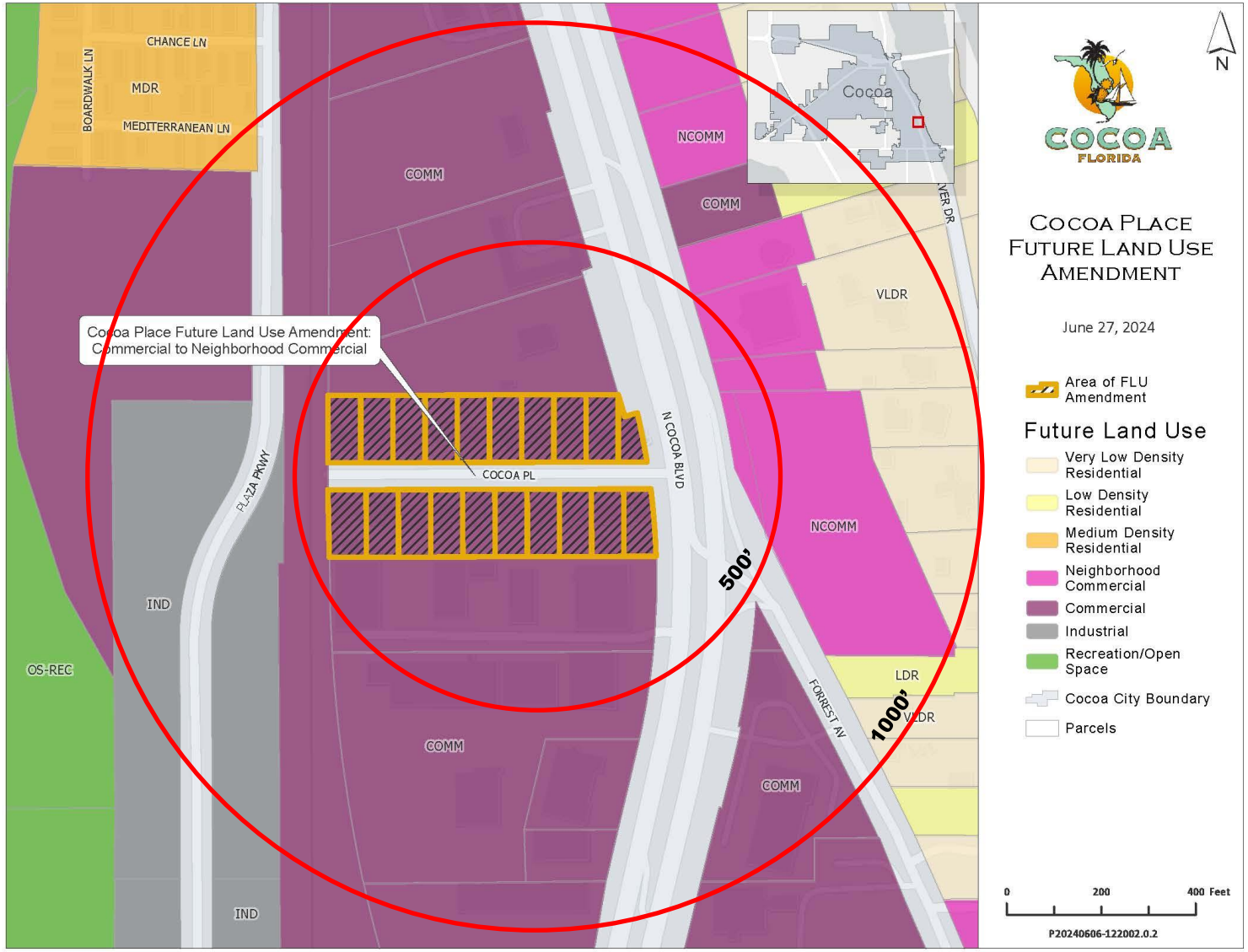
Cocoa Place – FLUM Amendment ANALYSIS

COCOA
FLORIDA

Policy 1.1.2.8: **Neighborhood Commercial (NCOMM).** Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.

Cocoa Place – FLUM Amendment ANALYSIS

COCOA
FLORIDA



- < 500’ from other “Neighborhood Commercial” designated uses
- < 1000’ from a variety of residential areas
- Eighteen (18) are Single-Family
- Transitional
- Small scale commercial, multi-family, and single-family uses.

Cocoa Place – FLUM Amendment
STAFF FINDINGS

COCOA
FLORIDA

- The Staff report covers the analysis of consistency with the City of Cocoa Comprehensive Plan with regard to potable water, sanitary sewer, solid waste, stormwater, transportation, police, fire, school, and park services.
- Staff finds that the proposed FLUM Amendment is best designed to allow the current single-family use to continue without being in conflict with the FLU, and the property use is anticipated to remain single-family residential.
- Staff also finds that the proposed FLUM Amendment is consistent with the LAND USE ELEMENT policies and goals of the Comprehensive Plan.

Cocoa Place – FLUM Amendment
RECOMMENDED MOTION

COCOA
FLORIDA

- The Planning and Zoning Board voted unanimously on September 4, 2024 to recommend that City Council approve Ordinance 08-2024.
- The City Council unanimously approved the first reading of Ordinance 08-2024 on September 10, 2024.

- Staff recommends City Council **APPROVE** this 2nd reading of Ordinance **08-2024**, a City-initiated request of a Future Land Use Map Amendment consistent with Florida Statute Chapter 163 to change the Future Land Use Map designation of (20) parcels of real property totaling approximately 3.36 acres from "Commercial" to "Neighborhood Commercial".

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

CITY COUNCIL MEETING

SEPTEMBER 24, 2024



ORD 09-2024: 2nd Reading
ZONING MAP AMENDMENT
COCOA PLACE

COCOA
FLORIDA

Cocoa Place – Zoning Map Amendment Background Summary

COCOA
FLORIDA



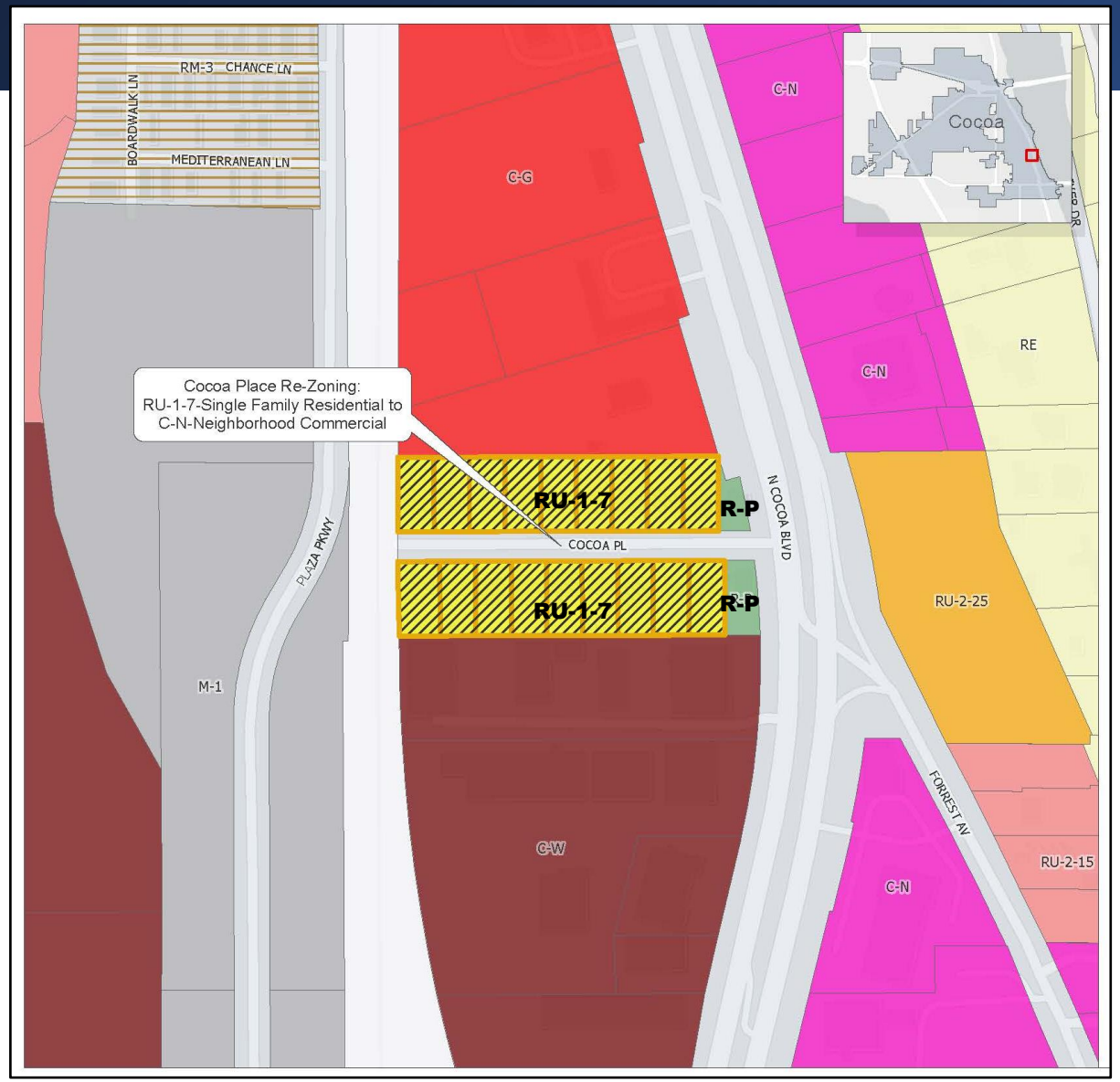
ORD 08-2024
Future Land Use

Commercial → Neighborhood Commercial

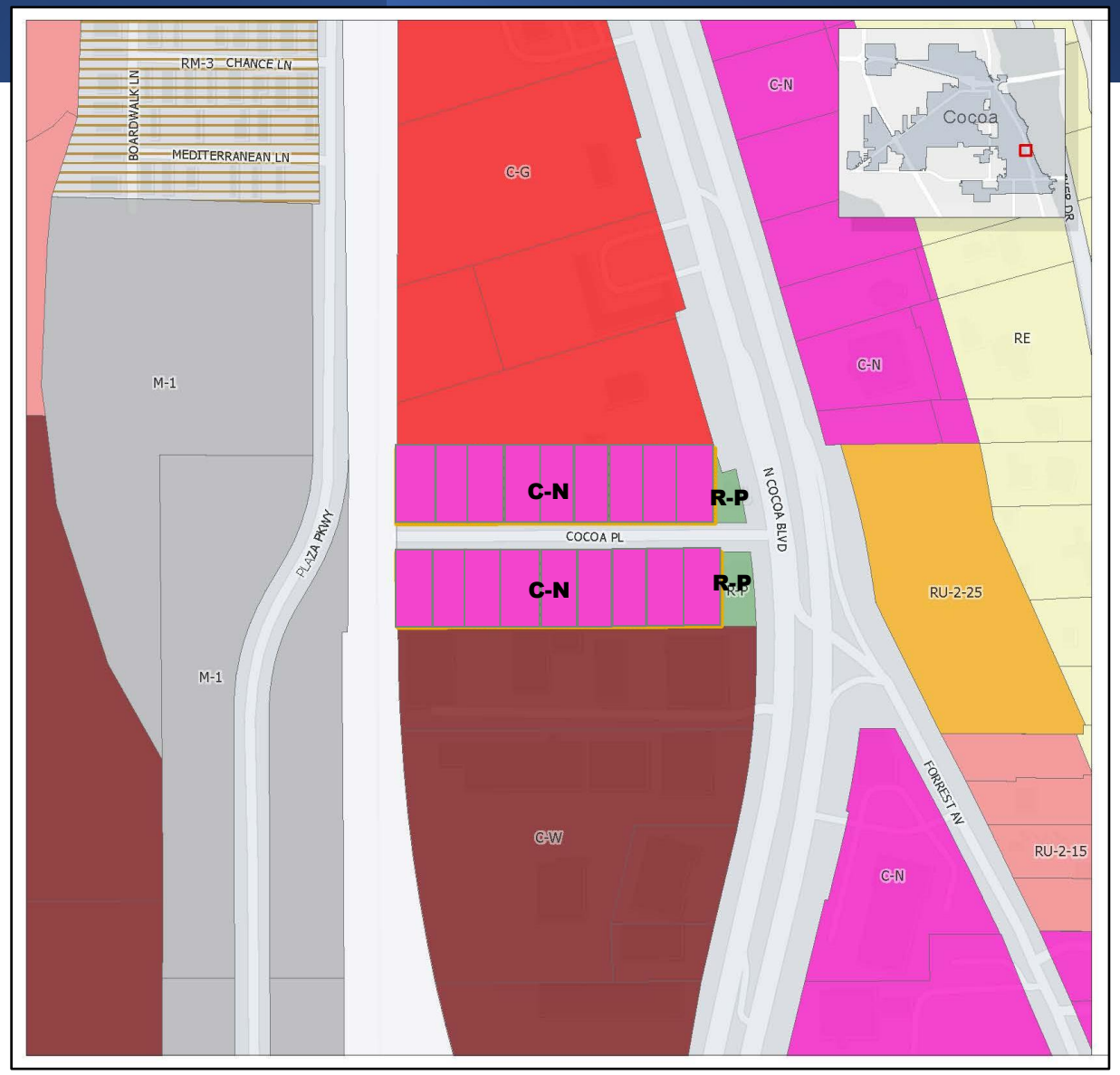
ORD 09-2024
Zoning

RU-1-7 Single Family → C-N Neighborhood Commercial

BEFORE
"Single Family Residential" and "Residential Professional"



AFTER
"Neighborhood Commercial" and "Residential Professional"



Cocoa Place – Zoning Map Amendment Background Summary - Conformance

COCOA
FLORIDA

- Parcels considered dimensionally non-conforming
- Appendix A, Zoning, Article X: Nonconformities, allows single-family dwellings to be constructed on non-conforming lots of record.
- Neighborhood Commercial (C-N) allows for single-family homes to be constructed in accordance with RU-1-7 standards.
- New homes will still be required to meet setback requirements.



Cocoa Place – Zoning Map Amendment Background Summary - Conformance

COCOA
FLORIDA

- C-N also allows small scale multi-family and neighborhood commercial, only if lots are combined
- Expands opportunity for these uses in the City
- However, lots must be combined to correct non-conformance.

Cocoa Place – Zoning Map Amendment ANALYSIS

COCOA
FLORIDA

- The Planning & Zoning staff report covers the analysis of the criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), with regard to impact to land use patterns, school districts, consistency with the Comprehensive Plan, traffic, stormwater, and other utilities and public services.
- Zoning change will not negatively or adversely impact the neighborhood or surroundings.
- Concurrency: At maximum density – net gain of 27 units.
- However, non-confirming lots are unlikely to change
- No further impact is anticipated.

Cocoa Place – Zoning Map Amendment
RECOMMENDED MOTION

COCOA
FLORIDA

- The Planning and Zoning Board voted unanimously on September 4, 2024 to recommend that City Council approve Ordinance 09-2024.

- The City Council unanimously approved the first reading of Ordinance 09-2024 on September 10, 2024.

- Staff recommends City Council **APPROVE** this 2nd reading of this Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of (18) parcels along Cocoa Place, totaling approximately 3.1 acres, from RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”.

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

Legislation Details (With Text)

File #:	24-705	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Proclamation: National Homeless Persons Memorial Day (Brevard Homeless Coalition)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Homeless Day 2024_8x10.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Mayor Blake
Requested Action:
Proclamation: National Homeless Persons Memorial Day.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclamation: National Homeless Persons Memorial Day.

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PROCLAMATION

WHEREAS, *homelessness has caused or hastened the deaths of inadequately housed low-income persons in Brevard County; and*

WHEREAS, *the spirit of the holiday season of giving provides an opportunity for affirmation and renewal regarding the commitment to end homelessness; and*

WHEREAS, *December 21st, the first day of winter and the longest night of the year, has been designated National Homeless Persons Memorial Day by the National Coalition for the Homeless; and*

WHEREAS, *the Brevard Continuum of Care (CoC) has planned county-wide memorial events recognizing those inadequately housed persons who have died in our County; and*

WHEREAS, *in this season of generosity and sharing, citizens of Brevard County are encouraged to commit themselves to promote compassion and concern for fellow citizens, especially those who are poor and homeless; and*

WHEREAS, *in remembering those who have died on our streets, in our emergency shelters and in condemned or abandoned properties from ailments or conditions directly related to homelessness, the cause of ending homelessness is kept urgent as is the collective commitment to preventing such deaths in the future.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim December 21st, 2024 as:*

"National Homeless Persons Memorial Day"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 10th day of December, 2024.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-618	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/22/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	

Title: To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of $204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of $224,646; Authorize the City Manager to issue the purchase orders. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
102224 - Resolution - Task Order Contingency - Atlantic Development.pdf
TO 2025-11 - Atlantic Development Of Cocoa Inc - $116020.00 - PW 3570 Stormwater
TO 2025-12 - Atlantic Development Of Cocoa Inc - $50314.75 - PW 3570 Stormwater -
TO 2025-13 - Atlantic Development Of Cocoa Inc - $38310.35 - Stormwater 3570 -
RFQ Q-20-18-COC Final Results 9.11.20.pdf
RFQ Q-20-18-COC Summary.pdf
RFQ Q-20-18-COC - AGREEMENT.pdf
1st Amendment Atlantic Dev FE.pdf
100124 - Atlantic - 24-035 WFO-Bracco Pond Storm - $116,020.pdf
100124 - Atlantic - 24-028 Indian River Dr & Carmalt Ave Storm - $50,314.75.pdf
100124 - Atlantic - 24-029 Cidco Rd Storm - $38,310.35.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2024
Agenda Date: December 10, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manager
Through: Abigail Morgan, P.E. - Public Works Director
Requested Action:
To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of $204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of $224,646; Authorize the City Manager to issue the purchase orders.

BACKGROUND:

The Stormwater Division has identified the following three locations for re-construction of existing critical Stormwater Infrastructure:

1) Bracco Pond S/W facility - $116,020
2) Cidco Road - Westerly of E. Industry Road - $38,310.35
3) Indian River Drive @ Carmalt Street - $50,314.75

RFQ 20-18-COC for General Contractor - Utility Systems was broadcast on June 8, 2020, closed on July 15, 2020 and Awarded on October 27, 2020. There are three awarded vendors: Atlantic Development, Danus Utilities and Hinterland Group. A request for quotation for each project was submitted to all three vendors. The bids received are tabulated below:

	Cidco Road	IRD & Carmalt	Bracco Pond
Atlantic Development	**$38,310.35**	**$50,314.75**	**$116,020.00**
Danus Utilities	$52,800.00	$86,470.00	$180,410.00
Hinterland Group	$89,537.00	No Bid	$288,190.00

Atlantic Development submitted the lowest bid on all projects and will be issued a task order for each. Staff recommends approval of Task Orders 2025-11, 2025-12, and 2025-13 with Atlantic Development of Cocoa, Inc. for reconstruction of Stormwater Utility's infrastructure.

Staff is also requesting that City Council approve an additional $20,000 as contingency for these task orders. The additional amount is ~10% of the contract amount and will be used for change orders with approval by the City Manager. If a change order is needed, the additional amount will allow the project to continue forward while minimizing delays.

The additional $20,000 for Construction Contingency Budget will not be added to the initial purchase order. Each change order will be reviewed by staff before it is sent to the City Manager for approval, and subsequently added to the purchase order.

STRATEGIC PLAN CONNECTION:

Public Safety - Flood mitigation to protect Life and Property is a core responsibility of the Stormwater Utility.

BUDGETARY IMPACT:

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

Amount Requested $224,646
Account Number _423-3570-538.63-00 CA2502
Account Name _Stormwater Infrastructure

PREVIOUS ACTION:

RFQ Q 20-18-COC was awarded by Council on October 27, 2020.

RECOMMENDED MOTION:

To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of $204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of $224,646; Authorize the City Manager to issue the purchase orders.

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RESOLUTION NO. 2024-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE STORMWATER TASK ORDER PURCHASE ORDERS FOR THE RECONSTRUCTION OF STORMWATER INFRASTRUCTURE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $20,000 CONTINGENCY SET ASIDE FOR THE RECONSTRUCTION; 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 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, in conjunction with this authorization, the City Council desires to streamline the approval of change orders 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 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, provided the total amount of approved change orders do not cause the construction budget to exceed the total $224,646 budgeted by the City Council for this reconstruction project inclusive of the current contingency amount of $20,000 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 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 December 10, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Agreement for utilities general construction contractor services	2025-11
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 10/21/24 City Bid Number: 20-18-COC AMOUNT: $ 116,020.00

Vendor Name: Atlantic Development Of Cocoa, INC Quote/Proposal Number: 24-035

Dept. Number/Division Name: 3570 / Stormwater

Project Name: WFO/Bracco Pond 72" Storm Repair Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

- Mobilization
-Clearing, Grubbing and removal
-Dewater
-Demo and haul off existing 72" CMP
-Connect to existing headwall
-Provide and install 72" 16GA. Aluminum pipe w/Bands and GSKTS
-Construct rip-rap endwall
-Regrade and sod disturbed area
-Import fill, place and compact

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 116,020.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

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 Request Form

P-Form 2021.09 Revised 07/14/2023

Agreement for utilities general construction contractor services	2025-11
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 10/21/24 City Bid Number: 20-18-COC AMOUNT: $ 116,020.00

Vendor Name: Atlantic Development Of Cocoa, INC Quote/Proposal Number: 24-035

Dept. Number/Division Name: 3570 / Stormwater

Project Name: WFO/Bracco Pond 72" Storm Repair Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

- Mobilization
-Clearing, Grubbing and removal
-Dewater
-Demo and haul off existing 72" CMP
-Connect to existing headwall
-Provide and install 72" 16GA. Aluminum pipe w/Bands and GSKTS
-Construct rip-rap endwall
-Regrade and sod disturbed area
-Import fill, place and compact

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 116,020.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

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 Request Form

P-Form 2021.09 Revised 07/14/2023

Agreement for utilities general construction contractor services	2025-11
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 10/21/24 City Bid Number: 20-18-COC AMOUNT: $ 116,020.00

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Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

RFQ Q-20-18-COC - Chris Collier 9/11/20

Rating Scale	Weight	Respondent Name													
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0		Atlantic		Cathcart		CDM Trucking		Danus		Hinterland		Prime		Southern	
Rating Factor		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Company Qualifications	0.10	10	1.00	9	0.90	7	0.70	10	1.00	9	0.90	9	0.90	8	0.80
Project Team Qualifications	0.30	10	3.00	9	2.70	7	2.10	10	3.00	9	2.70	9	2.70	9	2.70
Project Approach	0.20	10	2.00	8	1.60	5	1.00	10	2.00	9	1.80	9	1.80	9	1.80
Project References	0.30	10	3.00	6	1.80	7	2.10	10	3.00	8	2.40	7	2.10	9	2.70
Client References	0.10	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00
	1.00		10.00		8.00		6.90		10.00		8.80		8.50		9.00
	8.30	**Title**	**100.1**	**100.2**	**100.3**	**100.4**	**100.5**	**100.6**	**100.7**	**100.8**	**100.9**	**100.10**	**100.11**	**100.12**	
Atlantic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Cathcart	X	X	I	I	X	X	X	X	X	X	X	X	X	X	
CDM Trucking	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Danus	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Hinterland	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Prime	X	X	X	X	X	X	X	X	X	X	M	X	X	X	
Southern	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Chris M. Collier

9/11/20

RFQ Q-20-18-COC Combined Scores - 9/11/20

Rating Scale	Weight	Respondent Name																											
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0		Atlantic				Cathcart				CDM Trucking				Danus				Hinterland				Prime (Disqualified due to not submitting section 1.9)				Southern			
Rating Factor		Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score
Company Qualifications	0.10	10	9	10	2.90	7	7	9	2.30	6	5	7	1.80	9	8	10	2.70	8	8	9	2.50	9	9	9	2.70	8	9	8	2.50
Project Team Qualifications	0.30	9	9	10	8.40	9	7	9	7.50	7	5	7	5.70	9	9	10	8.40	9	8	9	7.80	9	8	9	7.80	9	8	9	7.80
Project Approach	0.20	7	7	10	4.80	9	7	8	4.80	7	5	5	3.40	8	8	10	3.60	9	8	9	5.20	10	9	9	5.60	7	8	9	4.80
Project References	0.30	10	9	10	8.70	7	7	6	6.00	6	5	7	5.40	8	8	10	7.80	7	8	8	6.90	10	9	7	7.80	8	9	9	7.80
Client References	0.10	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	9	10	2.90	10	10	10	3.00
	1.00				27.80				23.60				19.30				25.50				25.40				26.80				25.90

COMPILED BY:

Chris M. Collier

9/11/20

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

BID SUMMARY

To: Utilities
From: Heath Hancher, Purchasing & Contracts Manager
Date: 7/15/20
Re: **RFQ# 20-18-COC: City of Cocoa – General Contractor | Utility Systems**

Bids for the subject offering were opened and evaluated on September 11th at 3:00 p.m. Purchasing published **(80)** notifications to bid, **(0)** supplemental suppliers and received **(07)** responses from **(47)** plan holders for this bid. Of the **(07) respondents** the following were found to be:

THE FOLLOWING EVALUATION DEPICTS IN ORDER BEST QUALIFIED:

1.	**Atlantic Development of Cocoa, Inc.**	**Total Weighted Score:**	**10.00**
2.	**Danus Utilities Inc.**	**Total Weighted Score:**	**10.00**
3.	**Southern Underground Industries, Inc.**	**Total Weighted Score:**	**9.00**
4.	Hinterland Group, Inc.	Total Weighted Score:	8.80
5.	Prime Construction Group, Inc.	Total Weighted Score:	8.50
6.	Cathcart Construction Company, LLC.	Total Weighted Score:	8.00
7.	CDM Trucking, Inc.	Total Weighted Score:	6.90

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

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

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

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

Original Term: 11/09/2020 - 11/08/2023 - Approved by Council 10/27/2020, Item IX.4, 20-705
1st (24 Month) Renewal Option: 11/09/2023 - 11/08/2025
2nd (24 Month) Renewal Option: 11/09/2025 - 11/08/2027

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **ATLANTIC DEVELOPMENT OF COCOA, Inc.** 2185 West King Street, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing 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, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility 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. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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 amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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. "Utility Contractor" shall mean **Atlantic Development of Cocoa Inc.,** and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor'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 expenses the City agrees to reimburse by Task Authorization.

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor 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, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor 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 Utility Contractor'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 Utility Contractor 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 Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility 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 Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

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

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. 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 Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization 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 Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility 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 Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. 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 Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility 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.

8.3 Furnishing of Labor, Materials, etc. Utility 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 this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City 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 City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, 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 Task Authorization. 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 Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites 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) familiarize itself with any provided 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 Projects; (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 Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by 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 Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

8.7 Safety. Utility Contractor 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 Utility Contractor 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, Utility Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility 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 Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility 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 Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

D. Utility Contractor 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 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor 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 Utility Contractor 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor 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 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor 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, Utility Contractor 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 Utility Contractor 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 City or the Utility Contractor. 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 Utility Contractor 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 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/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor 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. Utility Contractor 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor 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 Utility Contractor 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Utility Contractor 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 Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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 adoption by the Utility Contractor, 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility Contractor 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 Utility Contractor who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Utility Contractor, prior to the commencement of any Work by the subcontractor, Utility Contractor 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, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

17.3 Utility Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Utility Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Utility Contractor has committed any act of fraud upon the City; or

17.6 Utility Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Utility 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 City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, 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 Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; 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 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 (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 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.

20.0 HEADINGS

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

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 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.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility 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 Utility Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 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.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Atlantic Development of Cocoa, Inc.

2185 West King Street
Cocoa, Florida 32926
Attention: _____
Phone: 321-639-8788

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility 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 representative of Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

The Utility Contractor specifically assumes potential liability for actions brought by Utility Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Utility 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.

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

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, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Atlantic Development of Cocoa, Inc.:

By: _____
Print Name/Title: GLENN S. GRIGNON
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of **$**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; 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 of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, 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 sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
1st AMENDMENT
ATLANTIC DEVELOPMENT OF COCOA, INC.
RFP NO. 20-18-COC

This 1ST Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Atlantic Development of Cocoa, Inc. located at 2185 West King Street, Cocoa, Florida 32926.

The agreement entered into on November 9, 2020, is hereby amended to renew for the first renewal option available for one (1) two-year renewal, commencing on November 9, 2023, and terminating on November 8, 2025.

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

ATLANTIC DEVELOPMENT OF COCOA, INC.

By: Glenn S. Grignon
(Name) Printed

Vice President
(Title)

Signature 05/05/2023 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 06/06/2023 Date

ATTESTED BY:

City Clerk
Signature/Title

CC: Carie Shealy, City Clerk
John A. Walsh, P.E. Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

CORPORATE SEAL FLORIDA

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

WFO/BRACCO POND 72" STORM REPAIR **10/1/2024**

ADC# 24-035

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION	1	LS	$2,200.00	$2,200.00
CLEARING,GRUBBING & REMOVAL	1	LS	$6,262.50	$6,262.50
DEWATER	1	LS	$6,700.00	$6,700.00
DEMO & HAUL OFF EXISTING 72" CMP	140	LF	$38.35	$5,369.00
CONNECT TO EXISTING HEADWALL	1	EA	$1,525.00	$1,525.00
PROVIDE & INSTALL 72" 16GA. ALUMINUM PIPE w/BANDS & GSKTS	140	LF	$485.00	$67,900.00
CONSTRUCT RIP-RAP ENDWALL	1	EA	$8,500.00	$8,500.00
IMPORT FILL, PLACE & COMPACT	378	CY	$28.25	$10,678.50
REGRADE & SOD DISTURBED AREA	8500	SF	$0.81	$6,885.00
				$0.00
TOTAL				**$ 116,020.00**

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

Accepted by:

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

WFO/BRACCO POND 72" STORM REPAIR **10/1/2024**

ADC# 24-035

Date: _____

_____

(Signature)

_____

(Print)

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

INDIAN RIVER DR. & CARMALT AVE STORM **10/1/2024**

ADC# 24-028

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION & MOT	1	LS	$4,285.00	$4,285.00
DEMO & HAUL OFF EXIST/CLEAR & HAUL OFF SLOPE	1	LS	$3,888.35	$3,888.35
INSTALL 12" ADS HP	60	LF	$185.00	$11,100.00
CONNECT TO EXISTING MANHOLE	1	EA	$750.00	$750.00
REMOVE & REPLACE CONC CURB	35	LF	$85.00	$2,975.00
REMOVE & REPLACE BARRIER WALL	35	LF	$125.00	$4,375.00
IMPORT FILL/GRADE SLOPE	1	LS	$7,350.40	$7,350.40
IMPORT & PLACE CONCRET RUBBLE	60	TNS	$106.55	$6,393.00
LIMEROCK BASE	20	SY	$123.40	$2,468.00
ASPHALT PATCH	20	SY	$168.50	$3,370.00
REGRADE & SOD SLOPE	2000	SF	$1.68	$3,360.00
				$0.00
				$0.00
TOTAL				**$ 50,314.75**

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

INDIAN RIVER DR. & CARMALT AVE STORM **10/1/2024**

ADC# 24-028

measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

Accepted by:

Date:

(Signature)

(Print)

ATLANTIC DEVELOPMENT OF COCOA, INC.

2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

CIDCO ROAD STORM REPAIR **10/1/2024**

ADC# 24-029

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION & MOT	1	LS	$4,285.00	$4,285.00
DEMO & HAUL OFF EXIST	1	LS	$1,605.35	$1,605.35
INSTALL 24" RCP	24	LF	$285.00	$6,840.00
CONNECT TO EXISTING MANHOLE	2	EA	$1,750.00	$3,500.00
DEWATER	1	LS	$3,200.00	$3,200.00
LIMEROCK BASE	32	SY	$205.00	$6,560.00
ASPHALT PATCH	32	SY	$385.00	$12,320.00
TOTAL				**$ 38,310.35**

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

Accepted by:

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

CIDCO ROAD STORM REPAIR **10/1/2024**

ADC# 24-029

Date: _____

_____

(Signature)

_____

(Print)

Legislation Details (With Text)

File #:	24-671	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	11/19/2024		**In control:**	City Council	
On agenda:	12/10/2024		**Final action:**		
Title:	Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024- 112 ADA Compliant.pdf Tracking Sheets For BAF 25-002-A1 & A2.pdf BAF 25-002-A1-FN- Capital Roll (12-10-24) Agenda 24-671-FY25.pdf BAF 25-002-A2-FN- Capital Roll (12-10-24) Agenda 24-671-FY25.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2024
Agenda Date: December 10, 2024
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources.

BACKGROUND:

In addition to the (P.O.) budget rollover (Agenda 24-644), there are projects that were budgeted in FY24, and a PO was never issued. BAF# 25-002-A1, A2 is to provide budget for unexecuted expenses within various departments or to reclass funds into the appropriate department/division to remain in regulatory compliance.

Since any amount not spent at the end of FY24 went back into fund balance reserves, this agenda item is requesting to amend the budget taking the money back out of reserves to provide the necessary budget in FY25, to perform the projects indicated on the attachments. Grant Revenue funds any grant related projects.

STRATEGIC PLAN CONNECTION:

To provide financial transparency with budgeting and the procurement processes

BUDGETARY IMPACT:

FY25 Budget Roll: BAF# 25-002-A1 & A2
(See attached spreadsheets with detailed transactions)

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources.

RESOLUTION NO. 2024-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of December 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

Revenue Accounts A1			
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT
001-0000-389.99-50			2,758,520.00
001-0000-369.90-04		GR2406	5,000.00
001-0000-334.50-55		GR2405	54.00
110-0000-389.99-50			932,242.00
111-0000-389.99-50			183,323.00

Expense accounts A1			
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT
001-1203-516.63-00	INFRASTRUCTURE	CA2402	13,377
001-1203-516.64-15	IT HARDWARE	CA2402	20,287
001-1500-513.55-00	FINANCE/ADMIN / TRAINING		420
001-1600-513.31-00	PROFESSIONAL SERVICES		900
001-1600-513.39-01	CONTINGENCY	AFBP21	475,735
001-1600-513.39-02	CONTINGENCY	AFBP22	964,057
001-2100-521.14-00	LAW ENFORCEMENT OVERTIME	GR2406	5,000
001-2100-521.64-00	MACHINERY AND EQUIPMENT	CA2401	9,036
001-2100-521.64-00	MACHINERY AND EQUIPMENT	AFBP21	4,617
001-3200-515.31-17	RESILIENT FL-FDEP 24PLN48	GR2405	54
001-3200-515.61-00	LAND	CD22PS	241,379
001-3520-572.46-03	REPAIRS AND MAINTENANCE		7,209
001-3520-572.63-07	IMPROVE OTHER THAN BLDG	CR23LP	348,201
001-3540-519.56-15	TECHNOLOGY SYSTEMS		15,000
001-3560-519.64-00	BUILDINGS	CA2402	22,900
001-3560-519.64-00	IMPROVE OTHER THAN BLDG	CA2402	6,802
001-3560-519.64-00	MACHINERY AND EQUIPMENT	CA2402	14,459
001-3580-519.63-07	IMPROVE OTHER THAN BLDG	PWFBJR	85,000
001-3580-519.64-00	MACHINERY AND EQUIPMENT	PWFBJR	529,141
General Fund 001 - Total			2,763,574
110-3230-559.61-00	LAND	CR24OS	70,372
110-3230-559.63-00	INFRASTRUCTURE	CR23VP	750,000
110-3230-559.63-00	INFRASTRUCTURE	CR23WS	50,000
110-3230-559.63-07	IMPROVE OTHER THAN BLDG	CS24PF	4,501
110-3230-559.64-00	MACHINERY & EQUIPMENT	CR23LC	23,993
110-3230-559.64-15	IT HARDWARE	CD24SC	33,376
Cocoa CRA RDA Fund 110 - Total			932,242
111-3230-559.63-00	INFRASTRUCTURE	DS23PR	50,000
111-3230-559.63-00	INFRASTRUCTURE	DS23SP	50,000
111-3230-559.63-00	INFRASTRUCTURE	DS23BS	81,226
111-3230-559.64-15	IT HARDWARE	PW00PW	2,097
Diamond Square CRA Fund 111 - Total			183,323
		Check	-

Revenue Accounts A2			
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT
303-0000-331.90-01		GR2108	333,401
304-0000-337.30-21			2,020
421-0000-389.99-50			277,106
424-0000-389.99-50			19,245,504
424-0000-389.99-50		GR2108	92,272

Expense accounts A2			
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT
303-3570-538.63-00	INFRASTRUCTURE	GR2108	324,686
303-3570-538.63-08	FISKE BLVD CEI	GR2108	8,715
Fiske Blvd Complete Streetscape Fund 303 - Total			333,401
304-3580-572.63-00	INFRASTRUCTURE	GR2404	2,020
T-Docks Breakwater Fund 304 - Total			2,020
421-4025-536.64-00	MACHINERY & EQUIPMENT	CA2402	66,532
421-4055-536.63-00	INFRASTRUCTURE	WS1001	210,574
Water/Sewer Fund 421 - Total			277,106
424-4020-536.62-00	BUILDINGS	WS24OB	75,000
424-4020-536.63-00	INFRASTRUCTURE	WS23PT	260,000
424-4020-536.63-00	INFRASTRUCTURE	WS23RC	1,320,747
424-4020-536.63-07	IMPROVE OTHER THAN BLDG	WS24PB	275,000
424-4055-536.63-00	INFRASTRUCTURE	GR2108	90,487
424-4055-536.63-00	INFRASTRUCTURE	WS1201	1,600,000
424-4055-536.63-00	INFRASTRUCTURE	WS18BR	1,666,858
424-4055-536.63-00	INFRASTRUCTURE	WS19GF	89,000
424-4055-536.63-00	INFRASTRUCTURE	WS20DW	1,459,615
424-4055-536.63-00	INFRASTRUCTURE	WS20G2	1
424-4055-536.63-00	INFRASTRUCTURE	WS21OZ	5,783,604
424-4055-536.63-00	INFRASTRUCTURE	WS21VP	42,550
424-4055-536.63-00	INFRASTRUCTURE	WS23BR	2,220,117
424-4055-536.63-00	INFRASTRUCTURE	DYET22	826,825
424-4055-536.63-00	INFRASTRUCTURE	WS18RD	500,000
424-4055-536.63-00	INFRASTRUCTURE	WS24LC	301,128
424-4055-536.63-00	INFRASTRUCTURE	WS24LR	107,309
424-4055-536.63-00	INFRASTRUCTURE	WS24TC	77,000
424-4055-536.63-00	INFRASTRUCTURE	WS24SW	10,000
424-4055-536.63-00	INFRASTRUCTURE	WS24WP	271,793
424-4055-536.63-08	FISKE BLVD PROJECT	GR2108	1,785
424-4120-536.63-00	INFRASTRUCTURE	WS1222	587,306
424-4120-536.63-00	INFRASTRUCTURE	SW22AB	1,000,000
424-4120-536.64-15	IT HARDWARE	WS23ML	216,651
424-4120-536.64-15	IT HARDWARE	WS24MC	555,000
Renewal & Replace Fund 424 - Total			19,337,776
		Check	-

City of Cocoa Budget Adjustment Form FY 2025- 002-A1

SELECT ADJUSTMENT TYPE: Budget Amendment | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 12/3/24

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,763,574			GENERAL FUND - 001			$ 2,763,574	
$ 932,242			COCOA CRA RDA - 110			$ 932,242	
$ 183,323			DIAMOND SQUARE CRA - 111			$ 183,323	
						$ 0	
						$ 0	
						$ 0	
$ 3,879,139	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,763,574			GENERAL FUND - 001			$ 2,763,574	
$ 932,242			COCOA CRA RDA - 110			$ 932,242	
$ 183,323			DIAMOND SQUARE CRA - 111			$ 183,323	
						$ 0	
						$ 0	
						$ 0	
$ 3,879,139	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Part 1 of 2
This BAF is to shore up the FY25 budget with the remaining unencumbered capital budgets for FY24. See tracking sheet for account details for each fund total.
Agenda 24-671

City Council Approval Needed? Yes. (●) No. ( ) DATE APPROVED: 12/10/24 RESOLUTION #: 2024-112

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 09:26:12 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 09:26:26 -05'00'
Finance Approval Signature

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.12.05 14:48:44 -05'00'
Finance Director's Signature

Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.12.05 11:52:49 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Revised eform 9/23/24 - FN

City of Cocoa Budget Adjustment Form FY 2025- 002-A2

SELECT ADJUSTMENT TYPE: Budget Amendment | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 12/3/24

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 333,401			FISKE BLVD FUND - 303			$ 333,401	
$ 2,020			T-DOCKS BREAKWATER FUND - 304			$ 2,020	
$ 277,106			WATER/SEWER FUND - 421			$ 277,106	
$ 19,337,776			RENEWAL & REPLACE FUND - 424			$ 19,337,776	
						$ 0	
						$ 0	
$ 19,950,303	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 333,401			FISKE BLVD FUND - 303			$ 333,401	
$ 2,020			T-DOCKS BREAKWATER FUND - 304			$ 2,020	
$ 277,106			WATER/SEWER FUND - 421			$ 277,106	
$ 19,337,776			RENEWAL & REPLACE FUND - 424			$ 19,337,776	
						$ 0	
						$ 0	
$ 19,950,303	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Part 2 of 2
This BAF is to shore up the FY25 budget with the remaining unencumbered capital budgets for FY24. See tracking sheet for account details for each fund total.
Agenda 24-671

City Council Approval Needed? Yes. (●) No. ( ) DATE APPROVED: 12/10/24 RESOLUTION #: 2024-112

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 09:31:12 -05'00'	Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 09:38:22 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.12.05 14:48:26 -05'00'
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
	Lora Howell Digitally signed by Lora Howell Date: 2024.12.05 11:52:29 -05'00'	
Department Director's Signature	Deputy Fin. Director's Signature	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	24-693	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/29/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024.

BACKGROUND:

Mayor Blake, Councilmember Hearn and Councilmember Koss will be attending the Florida League of Cities Legislative Conference in Orlando, Florida from December 4th through December 6th, 2024. As the President of Florida League of Cities, the Mayor's registration cost and hotel stay will be covered by the League. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

powered by Legistar™

Amount Requested	$2,000 (Estimated)
Account Number	001-1000-511.48-00 Council Travel & Per Diem
	001-1000-511.55-00 Council Training & Seminars

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024.

powered by Legistar™

Legislation Details (With Text)

File #:	24-700	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA) funds, in the amount of $121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY2025.pdf Tracking Sheet For BAF 25-014-A.pdf BAF 25-014-A-FN- ARPA final Allocation (12-10-24) Agenda 24-700-FY25.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024.
Agenda Date: December 10, 2024.
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, CGFO, CGFM, MCB, Finance Director
Requested Action:
Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA) funds, in the amount of $121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024.

BACKGROUND:

In March of 2021, the Federal Government awarded the City of Cocoa 3.8 million dollars of Grant Funding called the American Rescue Plan Act (ARPA) as a response to Covid. In 2022, the program had the name changed to State and Local Fiscal Recovery Funds (SLFRF).

Throughout the course of the last 3 years, city staff has requested from City Council the use of these funds. Some of the projects did not use all of the allocated budget and so have remaining uncommitted balances that were allocated to a project. Staff is consolidating all of the uncommitted ARPA funds into one project and general ledger account number to ease of tracking at this time. Staff is requesting approval to locate an eligible use of the uncommitted money. This will most likely be capital items that have been committed using general fund dollars. This agenda item will be the final request of the use of (SLFRF), as all funds need to be obligated by December 31, 2024. Staff

will present an agenda item to City Council in January with the identified capital projects utilizing the uncommitted ARPA (SLFRF) grant money.

The attached BAF#25-014-A essentially shores up the remaining balances of all previously obligated funds and provides budget for two previously approved projects.

Remaining Committed Projects:
AR24AC: HVAC $38,980
AR24PV: Police Vehicle Striping $9,234

Total: $48,214

Remaining Uncommitted Balances of City Council Approved Projects:

AR22PO: Park Overruns $22,990
AR24SH: SHIP Rehabs $50,000
AR4RG: I.T. Project $6,604
AR3DIG: I.T. Capital $12,721

Total Remaining Balance: $92,315 AR4CAP

The SHIP Rehab previously approved (Reso. 24-082) was not allowed under the guidance of SLFRF and the three other projects are complete.

Staff requests approval to reclass the $92,315 to pay for machinery and equipment or infrastructure, previously purchased with General Fund dollars and allow the City Manager to make any necessary budgetary changes in order to fully obligate the $3.8M received as ARPA (SLFRF) funding up to the deadline of December 31st .

PRIORITY AREA CONNECTION:

Choose an item..

BUDGETARY IMPACT:

Budgeted Yes
Is an amendment/transfer attached? Yes

Revenue
Amount Requested $121,204
Account Number 130-0000-331.90-02
Account Name American Rescue Plan 2021

See Tracking Sheet for Expense Budget (BAF#25-014-A) totaling $121,204, including transfers between projects within SLFRF Fund.

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA) funds, in the amount of $121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024.

RESOLUTION NO. 2024-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; 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 2024-2025 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, at a Regular City Council meeting assembled on the 10th day of December 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

SLFRF (ARPA) Remaining Funds Proposal

BAF#25-014-A

Revenue Accounts A3				
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT	
130-0000-331.90-02	AMERICAN RESCUE PLAN 2021		121,204	Total Grant Revenue to be added in addition to the PO Roll
		Total:	**121,204**	

Expense Accounts A3				
ACCOUNT	DESCRIPTION	PROJECT#	ROLL AMOUNT	
130-3560-519.64-00	MACHINERY AND EQUIPMENT	AR24AC	38,980	HVAC
130-2100-521.64-00	MACHINERY AND EQUIPMENT	AR24PV	9,234	Remainder for Vehicle Striping to be encumbered
130-3580-572.63-00	INFRASTRUCTURE	AR22PO	22,990	Total of budget excess for projects consolidated here from BAF-130T1 from the year end Cleanup Resolution 24-107 approved 11-25-24
130-3580-572.63-00	INFRASTRUCTURE	AR22PO	(22,990)	Moving from the above to (AR4CAP Equipment) for FY25
130-3240-554.83-92	OTHER GRANTS AND AIDS	AR24SH	50,000	Funds appointed for SHIP use on BAF 24-123T resolution 24-082
130-3240-554.83-92	OTHER GRANTS AND AIDS	AR24SH	(50,000)	Moving from the above SHIP account to Project AR4CAP (Equipment) for FY25
130-1203-516.63-00	INFRASTRUCTURE	AR4RNG	(6,604)	Moving remainder from PO 81015 & 80961 already in FY25 budget from PO Roll resolution 24-103 (To AR4CAP Equipment)
130-1600-513.56-15	TECHNOLOGY SYSTEMS	AR3DIG	(12,721)	Moving remainder from PO 80462 already in FY25 budget from PO Roll resolution 24-103 (To AR4CAP Equipment)
130-3560-519.64-00	MACHINERY AND EQUIPMENT	AR4CAP	92,315	Remaining Balances from all Projects to be utilized for Equipment. (AR4CAP)
		Total:	**121,204**	

General Note: The overall goal is to move unencumbered project balances to be able to use for other needs prior to the ARPA deadline of 12/31/24. Unencumbered budget is being moved to a single capital account under a single project number (AR4CAP) until jusitified use of ARPA funds can be identified and committed by 12/31/24. Requesting approval from council to utilize the funds for city needs in order maintain compliance with SLFRF (ARPA) guidelines.($92,315)

City of Cocoa Budget Adjustment Form FY 2025- 014-A

SELECT ADJUSTMENT TYPE: Budget Amendment | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 12/3/24

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 121,204			American Rescue Plan Act (ARPA) - 130			$ 121,204	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 121,204	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 121,204			American Rescue Plan Act (ARPA) - 130			$ 121,204	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 121,204	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is a request to shore up the FY25 budget with the remaining unencumbered budget for the American Rescue Plan Funds, as well as revising BAF 24-123 from Agenda 24-485 (SHIP Allocation). See tracking sheet for specific account details inside the fund total. Agenda 24-700.

City Council Approval Needed? *Yes.* (●) *No.* ( ) DATE APPROVED: 12/10/24 RESOLUTION #: 2024-114

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 11:30:49 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 11:31:01 -05'00'
Finance Approval Signature

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.12.05 16:03:49 -05'00'
Finance Director's Signature

Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.12.05 09:29:04 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-659	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	11/14/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	E-Verify Contractor Affidavit.pdf Executed Extension 4 - Vortex Services, LLC.pdf FULLY EXECUTED 2nd Amendment Renewal Contract No. TP07-18.pdf FULLY EXECUTED 2023 Standard Form for New Piggyback Contract TP07-18.pdf HGACBuy Cocoa Participation Proof.pdf Original HGAC Agreement 12-13-11.pdf TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf HGAC Pricing 5-30-24.pdf Vortex FY25 Proposal 2433281.pdf Vortex Budget Resolution FY 2025.pdf BAF 25-009-IFT-UT- VORTEX MANHOLE LINING (12-10-24) AGENDA 24-659.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2024
Agenda Date: December 10, 2024
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Donnie Howard, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2025

BACKGROUND:

In FY19, the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc. (RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a

comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, renewed through June 30, 2023. City Council authorized the City Manager to execute any annual renewal amendments under the original contract. The City Manager executed the second amendment renewal on July 2, 2024, which will expire on June 30, 2025.

The estimated annual budget for sewer manhole rehabilitation and repair is $250,000 and the FY25 required repairs total $276,260; therefore, a budget transfer is required to move available funds totaling $26,260 from the Sewer Field Operations Repairs and Maintenance operating budget to fully fund this project.

At this time, staff is requesting the approval of the Vortex proposal utilizing the previously approved HGAC contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole Rehabilitation, and to authorize a budgeted expenditure for these services not to exceed $276,260.00 in FY2025. The prices listed within the contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but Insufficient
If not budgeted, is amendment/transfer attached?	Yes, BAF No. 25-009-IFT

Source of Funds Budgeted:

Amount Requested	$250,000.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Amount	($26,260.00)
Account Number	421-4125-536.46-00
Account Name	Repairs and Maintenance
Amount	$26,260.00
Account Number	421-4010-581.91-24
Account Name	Interfund Transfer
Amount	$26,260.00
Account Number	424-0000-381.91-21
Account Name	Interfund Transfer
Amount	$26,260.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure

Total Budget for Project WS19MH:

Amount	$276,260.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of $135,745.27.

On March 25, 2020, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753.

On February 23, 2021, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2022 in the amount of $219,137.50.

On February 14, 2023, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2023 in the amount of $248,888.50.

On November 14, 2023, City Council approved the Vortex proposal for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2024.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2025.



CONTRACTOR E-VERIFY 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: _____

DocuSign Envelope ID: 4EC40B1E-FA90-497B-BC59-F87659CAED1E

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Vortex Services, LLC - Public Services - ID: 12514

EXTENSION No. 4 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Trenchless Pipeline Rehabilitation Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 5/7/2024

Signed for: **Vortex Services, LLC**

DocuSigned by:
0B8691B0B3904D0...

Printed Name: Wesley Kingery
Title: President
Date: 5/6/2024

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
Vortex Services, LLC.
Piggyback Agreement No. TP07-18
Trenchless Pipeline Rehabilitation Services

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective May 7, 2024, by and between H-GAC Houston – Galveston Area Council and Vortex Services, LLC. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Trenchless Pipeline Rehabilitation Services as agreed upon under Piggyback Agreement TP07-18, made effective January 20, 2023, by and between the City of Cocoa and Vortex Services, LLC. This renewal shall correspond with the renewal issued by H-GAC Houston – Galveston Area Council and expire on June 30, 2025.

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.

VORTEX SERVICES, LLC	**CITY OF COCOA**
By: Shawn Brady	By: Stockton Whitten
(Print Name)	(Print Name)
SR RVP FLORIDA	City Manager
(Title)	(Title)
Signature / Date	Signature / Date 7/2/2024

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Donne Howard, Field Operations Manager

Attest: _____
Monica Arsenault, CMC
City Clerk
City of Cocoa
FLORIDA

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Vortex Services, LLC (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 H-GAC Houston – Galveston Area Council, said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. TP07-18; Manhole Rehabilitation and other related services specified within the Cooperative Agreement Table Form D – Products and Service Offerings Invitation No. TP07-18. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Manhole Rehabilitation and other related services (see exhibit A – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

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 Vortex Services, LLC. The term of said agreement shall be for the period effective date of the City Manager signature through 06/30/2023. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the Vendor (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City, with City Manager approval for annual renewals.

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 and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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:

Vortex Services, LLC
Attn: Wes Kingery
18150 Imperial Valley Drive
Houston, TX 77060
Phone:630-501-8675
Email: scampbell@vortexcompanies.com

Vortex Services, LLC

Entered this 18th day of Jan - 2023

Shawn Ready / Regional Vice President

(Print Name / Title)

(Signature)

1/18/2022

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By:

Date: 1/20/2023

(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: N/A

Date:

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

SEAL

HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

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FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

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	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

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	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

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	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

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	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00

FORM D - Products and Services Offerings (Tab B)		Effective Date: 5/29/2024
Offer Name:	Vortex Companies, LLC	
Invitation No.	TP07-18 Trenchless Pipeline Rehabilitation Services	

Item No.	ITEM DESCRIPTION	UNITS	LIST PRICE	NEW ITEM	OLD LIST PRICE	%
A	**Clean / TV and Evaluation for Gravity Pipelines and Related Items**					
A1	Sanitary & CCTV Sewer - 6"	LF	13.00	Y		0%
A2	Sanitary & CCTV Sewer - 8"	LF	13.00	Y		0%
A3	Sanitary & CCTV Sewer - 10"	LF	15.00	Y		0%
A4	Sanitary & CCTV Sewer - 12"	LF	17.00	Y		0%
A5	Sanitary & CCTV Sewer - 15"	LF	19.00	Y		0%
A6	Sanitary & CCTV Sewer - 18"	LF	20.00	Y		0%
A7	Sanitary & CCTV Sewer - 21"	LF	22.00	Y		0%
A8	Sanitary & CCTV Sewer - 24"	LF	24.00	Y		0%
A9	Sanitary & CCTV Sewer - 27"	LF	26.00	Y		0%
A10	Sanitary & CCTV Sewer - 30"	LF	28.00	Y		0%
A11	Sanitary & CCTV Sewer - 33"	LF	30.00	Y		0%
A12	Sanitary & CCTV Sewer - 36"	LF	33.00	Y		0%
A13	Sanitary & CCTV Sewer - 42"	LF	35.00	Y		0%
A14	Sanitary & CCTV Sewer - 48"	LF	37.00	Y		0%
A15	Sanitary & CCTV Sewer - 54"	LF	45.00	Y		0%
A16	Sanitary & CCTV Sewer - 60"	LF	55.00	Y		0%
A17	Sanitary & CCTV Sewer - 66"	LF	65.00	Y		0%
A18	Sanitary & CCTV Sewer - 72"	LF	75.00	Y		0%
A19	Sanitary & CCTV Sewer - 78"	LF	95.00	Y		0%
A20	Sanitary & CCTV Sewer - 84"	LF	105.00	Y		0%
A21	Sanitary & CCTV Sewer - 90"	LF	115.00	Y		0%
A22	Sanitary & CCTV Sewer - 96"	LF	120.00	Y		0%
A23	Sanitary & CCTV Sewer - 102"	LF	125.00	Y		0%
A24	Sanitary & CCTV Sewer - 108"	LF	130.00	Y		0%
A25	Sanitary & CCTV Sewer - 114"	LF	135.00	Y		0%
A26	Sanitary & CCTV Sewer > 114"	LF	145.00	Y		0%
A27	Storm & CCTV Sewer - 8"	LF	6.90		5.52	25%
A28	Storm & CCTV Sewer - 10"	LF	8.63		6.90	25%
A29	Storm & CCTV Sewer - 12"	LF	8.63		6.90	25%
A30	Storm & CCTV Sewer - 15"	LF	12.08		9.66	25%
A31	Storm & CCTV Sewer - 18"	LF	17.25		13.80	25%
A32	Storm & CCTV Sewer - 21"	LF	20.70		16.56	25%
A33	Storm & CCTV Sewer - 24"	LF	24.00		19.32	24%
A34	Storm & CCTV Sewer - 27"	LF	25.88		20.70	25%
A35	Storm & CCTV Sewer - 30"	LF	34.50		27.60	25%
A36	Storm & CCTV Sewer - 33"	LF	43.13		34.50	25%
A37	Storm & CCTV Sewer - 36"	LF	51.75		41.40	25%
A38	Storm & CCTV Sewer - 42"	LF	69.00		55.20	25%
A39	Storm & CCTV Sewer - 48"	LF	86.25		69.00	25%
A40	Storm & CCTV Sewer - 54"	LF	103.50		82.80	25%
A41	Storm & CCTV Sewer - 60"	LF	125.00		100.00	25%
A42	Storm & CCTV Sewer - 66"	LF	143.75		115.00	25%
A43	Storm & CCTV Sewer - 72"	LF	162.50		130.00	25%
A44	Storm & CCTV Sewer - 78"	LF	181.25		145.00	25%
A45	Storm & CCTV Sewer - 84"	LF	200.00		160.00	25%
A46	Storm & CCTV Sewer - 90"	LF	218.75		175.00	25%
A47	Storm & CCTV Sewer - 96"	LF	237.50		190.00	25%
A48	Storm & CCTV Sewer - 102"	LF	256.25		205.00	25%
A49	Storm & CCTV Sewer - 108"	LF	275.00		220.00	25%
A50	Storm & CCTV Sewer - 114"	LF	293.75		235.00	25%
A51	Storm & CCTV Sewer > 114"	LF	312.50		250.00	25%
A52	Clean / Debris Removal per CY	CY	250.00	Y		0%
A53	Heavy Clean & CCTV	HR	950.00	Y		0%
A54	6" - 12" Post TV Inspection After Rehabilitation	LF	6.25		5.00	25%
A55	14" - 20" Post TV Inspection After Rehabilitation	LF	6.25		5.00	25%
A56	21" - 36" Post TV Inspection After Rehabilitation	LF	11.25		9.00	25%
A57	37"- 42" Post TV Inspection After Rehabilitation	LF	15.00		12.00	25%
A58	43"- 48" Post TV Inspection After Rehabilitation	LF	27.50		22.00	25%
A59	49"- 54" Post TV Inspection After Rehabilitation	LF	40.00		32.00	25%
A60	55"- 60" Post TV Inspection After Rehabilitation	LF	52.50		42.00	25%
A61	61"- 72" Post TV Inspection After Rehabilitation	LF	65.00		52.00	25%
A62	73" or Larger Post TV Inspection After Rehabilitation	LF	77.50		62.00	25%
A63	Sewer, Internal Pipe Inspection Push Camera	LF	50.00	Y		0%
A64	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	24.00	Y		0%
A65	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	30.00	Y		0%
A66	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	40.00	Y		0%
A67	MSI Survey >18" - 24" Diameter Pipe	LF	40.00	Y		0%
A68	MSI Survey > 24" - 36" Diameter Pipe	LF	50.00	Y		0%
A69	MSI Survey > 36" Diameter Pipe	LF	60.00	Y		0%
A70	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	5390.00		4312.00	25%

A71	Major Lift Station Cleaning - Additional Hours	HR	1347.50		1078.00	25%
A72	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1437.50		1150.00	25%
A73	Minor Lift Station Cleaning - Additional Hours	HR	359.38		287.50	25%
A74	Vactor Truck Services	HR	625.00		500.00	25%
A75	CCTV Truck Services	HR	500.00	Y		0%
A76	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	112.50		90.00	25%
A77	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	437.50		350.00	25%
A78	Re-setup for TV Due to Point Repairs or Obstructions	EA	375.00		300.00	25%
A79	Mechanical Root / Grease removal	LF	10.00		8.00	25%
A80	Tuberculation Removal / Specialty Cleaning	LF	50.00		40.00	25%
A81	Other Remote Obstruction removal (max. 5 lf)	EA	862.50		690.00	25%
A82	Smoke Testing	LF	2.30		1.84	25%
A83	Manhole Inspections	EA	750.00	Y		0%
A84	Manhole/Cleanout & Sewer Line Visual Inspection	EA	230.00		184.00	25%
A85	GPS Survey of Manholes & Cleanouts	EA	500.00		400.00	25%
A86	Heavy Debris Removal - MAN ENTRY	EA	312.50		250.00	25%
A87	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	625.00		500.00	25%
A88	Heavy Debris Removal - REMOTE ENTRY	LF	1250.00		1000.00	25%
A89	Dyed Water Flooding/Leak Quantification & Evaluation	EA	402.50		322.00	25%
A90	Specialty Pipe Cleaning (all Diameters)	LF	36.25		29.00	25%
B	**Centrifugally Cast Pipe Rehabilitation, Grouting and Related Items**					
B1	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	506.25		405.00	25%
B2	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	537.50		430.00	25%
B3	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	575.00		460.00	25%
B4	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	806.25		645.00	25%
B5	60” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	847.50		678.00	25%
B6	66” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	893.75		715.00	25%
B7	72” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	1062.50		850.00	25%
B8	78” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	1156.25		925.00	25%
B9	84” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	1343.75		1075.00	25%
B10	90” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	1500.00		1200.00	25%
B11	96” Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	1875.00		1500.00	25%
B12	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	2250.00		1800.00	25%
B13	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	2875.00		2300.00	25%
B14	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	175.00	Y		0%
B15	Non Round Sewer Pipe 1" Thickness	SF	68.75		55.00	25%
B16	Each Additional .5" Thickness	SF	18.75		15.00	25%
B17	Infiltration Control - Chemical Grout	GAL	125.00		100.00	25%
B18	Infiltration Control - Quad-Plug (5 Gallon)	EA	62.50		50.00	25%
B19	Rebuilt Invert - Flowable Fill	CF	175.00	y		0%
B20	Rebuilt Invert - Quadflow	CF	200.00	y		0%
B21	Rebuilt Invert - GeoKrete	CF	218.75	y		0%
B22	Joint Preparation	LF	25.00		20.00	25%
B23	Reinforcement with Carbon Fiber	SF	6.25	Y		0%
B24	Reinforcement with Welded Wire	SF	18.75		15.00	25%
B25	Reinforcement with Rebar	LF	50.00		40.00	25%
B26	Antimicrobial Application	SF	6.25		5.00	25%
B27	Service Lateral	EACH	1250.00	Y		0%
B28	Set up - Ground Penetrating Radar (GPR)	EA	25000.00	Y		0%
B29	Ground Penetrating Radar (GPR) Study	LF	50.00	Y		0%
B30	Set up - Grouting	EA	25000.00	Y		0%
B31	Grout Injection Chemical Grouting	LB	30.00	Y		0%
B32	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	115.00		92.00	25%
B33	All Sizes Annular space grouting cement slurry base	CUFT	75.00		60.00	25%
B34	All Sizes Set-up for annular space grouting <100 cubic feet	LS	6250.00		5000.00	25%
B35	Set up Fee for Lateral or Mainline Grouting	EA	15000.00	Y		0%
B36	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	2000.00	Y		0%
B37	Mainline Joint Grouting (8-48")	EA	6500.00	Y		0%
C	**Cured-In-Place Pipe (CIPP) Rehabilitation and Related Items**					
C1	6" x 4.5mm - CIPP Steam / Water Cure	LF	46.00		36.80	25%
C2	8" x 6.0mm - CIPP Steam / Water Cure	LF	43.70		34.96	25%
C3	10" x 6.0mm - CIPP Steam / Water Cure	LF	48.30		38.64	25%
C4	12" x 6.0mm - CIPP Steam / Water Cure	LF	66.70		53.36	25%
C5	15" x 7.5mm - CIPP Steam / Water Cure	LF	80.50		64.40	25%
C6	18" x 9.0mm - CIPP Steam / Water Cure	LF	97.75		78.20	25%
C7	21" x 9.0mm - CIPP Steam / Water Cure	LF	132.25		105.80	25%
C8	24" x 10.5mm - CIPP Steam / Water Cure	LF	161.00		128.80	25%
C9	27" x 10.5mm - CIPP Steam / Water Cure	LF	184.00		147.20	25%
C10	30" x 12.0mm - CIPP Steam / Water Cure	LF	218.50		174.80	25%
C11	33" x 12.0mm - CIPP Steam / Water Cure	LF	258.75		207.00	25%
C12	36" x 12.0mm - CIPP Steam / Water Cure	LF	287.50		230.00	25%
C13	42" x 13.5mm - CIPP Steam / Water Cure	LF	322.00		257.60	25%
C14	48" x 15.0mm - CIPP Steam / Water Cure	LF	540.50		432.40	25%
C15	54" x 18.0mm - CIPP Steam / Water Cure	LF	690.00		552.00	25%
C16	60" x 22.5mm - CIPP Steam / Water Cure	LF	812.50		650.00	25%
C17	66" x 25mm - CIPP Steam / Water Cure	LF	1688.00	Y		0%

C18	72" x 28mm - CIPP Steam / Water Cure	LF	2000.00	Y		0%
C19	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	1.15		0.92	25%
C20	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	5.75		4.60	25%
C21	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	17.25		13.80	25%
C22	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	28.75		23.00	25%
C23	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	34.00		27.60	23%
C24	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	40.25		32.20	25%
C25	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	46.00		36.80	25%
C26	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	51.75		41.40	25%
C27	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	57.50		46.00	25%
C28	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	69.00		55.20	25%
C29	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	80.50		64.40	25%
C30	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	93.75		75.00	25%
C31	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	107.00	Y		0%
C32	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	119.00	Y		0%
C33	6" X 2.8mm - CIPP UV Cure	LF	67.50		54.00	25%
C34	8 X 2.8mm - CIPP UV Cure	LF	65.00		52.00	25%
C35	10 X 2.8mm - CIPP UV Cure	LF	68.75		55.00	25%
C36	12" X 2.8mm - CIPP UV Cure	LF	76.25		61.00	25%
C37	15" X 3.5mm - CIPP UV Cure	LF	92.50		74.00	25%
C38	18" X 4.2mm - CIPP UV Cure	LF	131.25		105.00	25%
C39	21" X 4.9mm - CIPP UV Cure	LF	168.75		135.00	25%
C40	24" x 5.6mm - CIPP UV Cure	LF	210.00		168.00	25%
C41	27" x 5.6mm - CIPP UV Cure	LF	273.75		219.00	25%
C42	30" x 5.6mm - CIPP UV Cure	LF	300.00		240.00	25%
C43	33" x 5.6mm - CIPP UV Cure	LF	338.75		271.00	25%
C44	36" x 5.6mm - CIPP UV Cure	LF	381.25		305.00	25%
C45	42" x 8.4mm - CIPP UV Cure	LF	583.75		467.00	25%
C46	48" x 8.4mm - CIPP UV Cure	LF	676.25		541.00	25%
C47	54" x 10.8mm - CIPP UV Cure	LF	1219.00	Y		0%
C48	60" x 12mm - CIPP UV Cure	LF	1563.00	Y		0%
C49	66" x 13.5mm - CIPP UV Cure	LF	1813.00	Y		0%
C50	72" x 15mm - CIPP UV Cure	LF	2188.00	Y		0%
C51	CIPP UV Cure - 6" Pipe Segmental Patches	EA	6000.00		4800.00	25%
C52	CIPP UV Cure - 8-12" Pipe Segmental Patches	EA	6750.00		5400.00	25%
C53	CIPP UV Cure - 13-18" Pipe Segmental Patches	EA	11250.00		9000.00	25%
C54	CIPP UV Cure - 19-24" Pipe Segmental Patches	EA	13250.00		10600.00	25%
C55	CIPP UV Cure - 25-36" Pipe Segmental Patches	EA	17500.00		14000.00	25%
C56	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	1.15		0.92	25%
C57	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	5.75		4.60	25%
C58	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	17.25		13.80	25%
C59	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	28.75		23.00	25%
C60	27" Additional 1.5mm - CIPP UV Cure	LF	34.50		27.60	25%
C61	30" Additional 1.5mm - CIPP UV Cure	LF	40.25		32.20	25%
C62	33" Additional 1.5mm - CIPP UV Cure	LF	46.00		36.80	25%
C63	36" Additional 1.5mm - CIPP UV Cure	LF	51.75		41.40	25%
C64	42" Additional 1.5mm - CIPP UV Cure	LF	57.50		46.00	25%
C65	48" Additional 1.5mm - CIPP UV Cure	LF	69.00		55.20	25%
C66	54" Additional 1.5mm - CIPP UV Cure	LF	80.50		64.40	25%
C67	60" Additional 1.5mm - CIPP UV Cure	LF	93.75		75.00	25%
C68	66" Additional 1.5mm - CIPP UV Cure	LF	144.00	Y		0%
C69	72" Additional 1.5mm - CIPP UV Cure	LF	182.00	Y		0%
C70	6" & 8" Additional .7mm - CIPP UV Cure	LF	5.00		4.00	25%
C71	10" & 12" Additional .7mm - CIPP UV Cure	LF	8.75		7.00	25%
C72	15" Additional .7mm - CIPP UV Cure	LF	11.25		9.00	25%
C73	18" Additional .7mm - CIPP UV Cure	LF	12.50		10.00	25%
C74	21" Additional .7mm - CIPP UV Cure	LF	15.00		12.00	25%
C75	24" Additional .7mm - CIPP UV Cure	LF	17.50		14.00	25%
C76	27" Additional .7mm - CIPP UV Cure	LF	18.75		15.00	25%
C77	30" Additional .7mm - CIPP UV Cure	LF	21.25		17.00	25%
C78	33" Additional .7mm - CIPP UV Cure	LF	22.50		18.00	25%
C79	36" Additional .7mm - CIPP UV Cure	LF	25.00		20.00	25%
C80	42" Additional .7mm - CIPP UV Cure	LF	36.25		29.00	25%
C81	48" Additional .7mm - CIPP UV Cure	LF	52.50		42.00	25%
C82	54" Additional .7mm - CIPP UV Cure	LF	88.00	Y		0%
C83	60" Additional .7mm - CIPP UV Cure	LF	107.00	Y		0%
C84	66" Additional .7mm - CIPP UV Cure	LF	125.00	Y		0%
C85	72" Additional .7mm - CIPP UV Cure	LF	144.00	Y		0%
C86	Robotically Reinstated Internal reconnects on all CIPP	EA	345.00		276.00	25%
C87	Trim Protruding Services	EA	675.00	Y		0%
C88	6"-12" CIPP Set-up Charge	LF	8.75		7.00	25%
C89	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1250.00	Y		0%
C90	15"-18" CIPP Set-up Charge	LF	15.00		12.00	25%
C91	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1875.00	Y		0%
C92	21"-24" CIPP Set-up Charge	LF	22.50		18.00	25%
C93	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2500.00	Y		0%
C94	27"-36" CIPP Set-up Charge	LF	30.00		24.00	25%

C95	36" or Larger CIPP Setup Charge (< 300 LF)	EA	5000.00	Y		0%
C96	42"-48" CIPP Set-up Charge	LF	30.00		24.00	25%
C97	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	7500.00	Y		0%
C98	54-60" CIPP Set-up Charge	LF	70.00	Y		0%
C99	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	12000.00	Y		0%
C100	66-72" CIPP Set-up Charge	LF	95.00	Y		0%
C101	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	18000.00	Y		0%
C102	Backyard Easement Setup (6" - 10")	EA	3125.00	Y		0%
C103	Backyard Easement Setup (12" - 18")	EA	4375.00	Y		0%
C104	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	6.25		5.00	25%
C105	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	12.50		10.00	25%
C106	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	18.75		15.00	25%
C107	Over the hole set up	EA	150000.00	Y		0%
C108	Over the hole set up weekly Rental	WK	75000.00	Y		0%
C109	Sectional - InternalPipe Point Repair with CIPP, 6" - 8'' Diameter, minimum thickness (includes up to 5')	EA	6250.00	Y		0%
C110	Sectional - InternalPipe Point Repair with CIPP, 10" Diameter, minimum thickness (includes up to 5')	EA	8125.00	Y		0%
C111	Sectional - InternalPipe Point Repair with CIPP, 12" Diameter, minimum thickness (includes up to 5')	EA	8750.00	Y		0%
C112	Sectional - InternalPipe Point Repair with CIPP, 15" Diameter, minimum thickness (includes up to 5')	EA	9375.00	Y		0%
C113	Sectional - InternalPipe Point Repair with CIPP, 18" Diameter, minimum thickness (includes up to 5')	EA	11875.00	Y		0%
C114	Sectional - InternalPipe Point Repair with CIPP, 20" - 24" Diameter, minimum thickness (includes up to 4')	EA	13750.00	Y		0%
C115	Sectional - IPR - Additional Footage 6"-8"	LF	375.00	Y		0%
C116	Sectional - IPR - Additional Footage 10"	LF	500.00	Y		0%
C117	Sectional - IPR - Additional Footage 12"	LF	625.00	Y		0%
C118	Sectional - IPR - Additional Footage 15"	LF	750.00	Y		0%
C119	Sectional - IPR - Additional Footage 18"	LF	875.00	Y		0%
C120	Sectional - IPR - Additional Footage 20" - 24"	LF	1125.00	Y		0%
D	**Pipe Bursting Rehabilitation and Related Items**					
D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	68.75		55.00	25%
D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	76.25		61.00	25%
D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	82.50		66.00	25%
D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	78.75		63.00	25%
D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	82.50		66.00	25%
D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	87.50		70.00	25%
D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	90.00		72.00	25%
D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	97.50		78.00	25%
D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	103.75		83.00	25%
D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	101.25		81.00	25%
D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	106.25		85.00	25%
D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	112.50		90.00	25%
D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	162.50		130.00	25%
D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	177.50		142.00	25%
D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	206.25		165.00	25%
D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	200.00		160.00	25%
D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	235.00		188.00	25%
D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	250.00		200.00	25%
D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	237.50		190.00	25%
D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	280.00		224.00	25%
D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	318.75		255.00	25%
D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	300.00		240.00	25%
D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	337.50		270.00	25%
D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	375.00		300.00	25%
D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	356.25		285.00	25%
D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	375.00		300.00	25%
D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	417.50		334.00	25%
D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	381.25		305.00	25%
D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	425.00		340.00	25%
D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	468.75		375.00	25%
D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	4375.00		3500.00	25%
D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	5000.00		4000.00	25%
D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	8125.00		6500.00	25%
D34	Over 16' deep premium	LF	270.00	Y		0%
D35	Cutting or Removing Existing Liner	LF	202.50	Y		0%
E	**Pipe Bursting Rehabilitation Water Lines and Related Items**					
E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	81.25		65.00	25%
E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	100.00		80.00	25%
E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	118.75		95.00	25%
E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	143.75		115.00	25%
E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	168.75		135.00	25%
E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	206.25		165.00	25%
E7	6" Flow Stop	EA	8125.00		6500.00	25%
E8	8" Flow Stop	EA	9000.00		7200.00	25%
E9	10" Flow Stop	EA	11000.00		8800.00	25%
E10	12" Flow Stop	EA	13125.00		10500.00	25%
E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1250.00		1000.00	25%
E12	1" Service Tap, Install on 4"-8" Waterline	EA	1500.00		1200.00	25%
E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1812.50		1450.00	25%
E14	2" Service Tap, Install on 4"-8" Waterline	EA	2500.00		2000.00	25%

E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1250.00		1000.00	25%
E16	1" Service Tap, Install on 10"-12" Waterline	EA	1500.00		1200.00	25%
E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1812.50		1450.00	25%
E18	2" Service Tap, Install on 10"-12" Waterline	EA	2500.00		2000.00	25%
E19	Install 4"-8" tee, to any size	EA	4500.00		3600.00	25%
E20	Install 10"-12" tee, to any size	EA	6000.00		4800.00	25%
E21	Install 4"-8" mechanical joint wet connection, to any size	EA	3437.50		2750.00	25%
E22	Install 10"-12" wet connection, to any size	EA	7500.00		6000.00	25%
E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	381.25		305.00	25%
E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	743.75		595.00	25%
E25	Annual and void space grouting	CY	250.00		200.00	25%
E26	Install 1" Corporation Stop with Valve Box	EA	500.00		400.00	25%
E27	Install 2" Corporation Stop with Valve Box	EA	875.00		700.00	25%
E28	Install 4" gate valve & box	EA	750.00		600.00	25%
E29	Install 6" gate valve & box	EA	1000.00		800.00	25%
E30	Install 8" gate valve & box	EA	1500.00		1200.00	25%
E31	Install 12" gate valve & box	EA	2750.00		2200.00	25%
E32	Install 8"x2" service saddle	EA	1125.00		900.00	25%
E33	Install 12"x1" service saddle	EA	1500.00		1200.00	25%
E34	Install 12"x2" service saddle	EA	1625.00		1300.00	25%
E35	Connect new 1" water line w/existing 1" water line	EA	500.00		400.00	25%
E36	Connect new 2" water line w/existing 2" water line	EA	625.00		500.00	25%
E37	Connect new 4" water line w/existing 4" water line	EA	750.00		600.00	25%
E38	Connect new 6" water line w/existing 6" water line	EA	875.00		700.00	25%
E39	Connect new 8" water line w/existing 8" water line	EA	1000.00		800.00	25%
E40	Connect new 12" water line w/existing 12" water line	EA	1250.00		1000.00	25%
E41	Install 3/4 inch service connections	EA	656.25		525.00	25%
E42	Remove and dispose of existing fire hydrant	EA	625.00		500.00	25%
E43	Salvage existing fire hydrant and re-install in new location	EA	4000.00		3200.00	25%
E44	Repair pavement with cold mix asphalt	TO	187.50		150.00	25%
E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	668.75		535.00	25%
E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	781.25		625.00	25%
E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	5625.00		4500.00	25%
F	**HDPE Tight Fitting Liner (IPS diameters) and Related Items**					
F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	57.50		46.00	25%
F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	63.25		50.60	25%
F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00		55.20	25%
F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	57.50		46.00	25%
F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	63.25		50.60	25%
F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00		55.20	25%
F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	63.25		50.60	25%
F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	69.00		55.20	25%
F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	74.75		59.80	25%
F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	74.75		59.80	25%
F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	80.50		64.40	25%
F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	86.25		69.00	25%
F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	86.25		69.00	25%
F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	97.75		78.20	25%
F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	115.00		92.00	25%
F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	103.50		82.80	25%
F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	115.00		92.00	25%
F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	138.00		110.40	25%
F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	138.00		110.40	25%
F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	149.50		119.60	25%
F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	166.75		133.40	25%
F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	161.00		128.80	25%
F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	172.50		138.00	25%
F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	189.75		151.80	25%
F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	316.25		253.00	25%
F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	345.00		276.00	25%
F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	402.50		322.00	25%
F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	460.00		368.00	25%
F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	632.50		506.00	25%
F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	690.00		552.00	25%
F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00		736.00	25%
F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	1150.00		920.00	25%
F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	379.50		303.60	25%
F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	414.00		331.20	25%
F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	483.00		386.40	25%
F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	552.00		441.60	25%
F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	759.00		607.20	25%
F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	828.00		662.40	25%
F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00		883.20	25%
F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1380.00		1104.00	25%
F41	27" Set-up for contiguous installations < 150 lf	LS	1150.00		920.00	25%
F42	30" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
F43	36" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%

F44	42" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
F45	48" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
F46	54" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
F47	60" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
F48	72" Set-up for contiguous installations < 150 lf	LS	2300.00		1840.00	25%
G	**Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items**					
G1	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	187.50		150.00	25%
G2	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	200.00		160.00	25%
G3	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	212.50		170.00	25%
G4	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	31.25	Y		0%
G5	Rehabilitation - 1-inch Portland cementitious liner	SF	43.75	Y		0%
G6	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	250.00		200.00	25%
G7	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	287.50		230.00	25%
G8	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	325.00		260.00	25%
G9	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	37.50	Y		0%
G10	Rehabilitation - 1-inch Calcium Aluminate liner	SF	50.00	Y		0%
G11	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	500.00		400.00	25%
G12	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	562.50		450.00	25%
G13	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	625.00		500.00	25%
G14	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	43.75	Y		0%
G15	Rehabilitation - 1-inch Geopolymer liner	SF	56.25	Y		0%
G16	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	687.50	Y		0%
G17	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	812.50	Y		0%
G18	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	937.50	Y		0%
G19	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	100.00		80.00	25%
G20	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	750.00		600.00	25%
G21	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	812.50		650.00	25%
G22	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	875.00		700.00	25%
G23	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	218.75		175.00	25%
G24	Rebuild Bench and Invert	EA	1250.00		1000.00	25%
G25	Invert Installation, 4' Dia.	EACH	1750.00		1400.00	25%
G26	Invert Installation, 5' Dia.	EACH	1875.00		1500.00	25%
G27	Invert Installation, 6' Dia.	EACH	2125.00		1700.00	25%
G28	Invert Installation, Other Configurations	SF	3125.00		2500.00	25%
G29	All Sizes Installation of Manhole Chimney Seal	EA	690.00		552.00	25%
G30	Vacuum Test Manhole (12" mainline or smaller)	EA	500.00		400.00	25%
G31	Holiday Test Manhole (Epoxy Only)	EA	500.00		400.00	25%
G32	New manhole frame and cover - 24"	EA	1062.50		850.00	25%
G33	New manhole frame and cover - 32"	EA	1875.00		1500.00	25%
G34	Locate and Expose Buried Manhole, Street	EA	1250.00	Y		0%
G35	Locate and Expose Buried Manhole, Non-Street	EA	937.50	Y		0%
G36	Adjust manhole frame and cover up to 1 Ft	EA	1187.50		950.00	25%
G37	Adjust manhole frame and cover over 1 Ft	VF	625.00		500.00	25%
G38	Raise manhole frame and cover in Asphalt /Concrete	EA	3125.00	Y		0%
G39	Raise manhole frame and cover in Grass	EA	2500.00	Y		0%
G40	Replace manhole frame and cover in Asphalt /Concrete	EA	5000.00	Y		0%
G41	Replace manhole frame and cover in Grass	EA	3750.00	Y		0%
G42	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	2000.00		1600.00	25%
G43	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	2400.00		1920.00	25%
G44	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	25000.00	Y		0%
G45	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	2500.00	Y		0%
G46	All Sizes Installation of poured in place structure	SF	112.50		90.00	25%
G47	All Sizes Set-up for install of poured in place MH structure or FRP	LS	1725.00		1380.00	25%
H	**Excavation and Related Items**					
H1	Mobilization for open cut	EA	30000.00	Y		0%
H2	Construction Entrance/Exit, Installation and Removal	EA	9750.00	Y		0%
H3	Construction Entrance/Exit, Install Only	EA	6750.00	Y		0%
H4	Easement Access Road-14'Width, Install and Removal	LF	262.50	Y		0%
H5	Easement Access Road-14'Width, Install only	LF	225.00	Y		0%
H6	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	975.00	Y		0%
H7	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	1125.00	Y		0%
H8	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	1425.00	Y		0%
H9	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	1800.00	Y		0%
H10	6" - 8" Point repair (max 12' deep) 5 LF	EA	22500.00	Y		0%
H11	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	27000.00	Y		0%
H12	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	37500.00	Y		0%
H13	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	45000.00	Y		0%
H14	30" Point repair (0 - 12' deep) 5 LF	EA	75000.00	Y		0%
H15	36" Point repair (0 - 12' deep) 5 LF	EA	90000.00	Y		0%
H16	42" Point repair (0 - 12' deep) 5 LF	EA	105000.00	Y		0%
H17	48" Point repair (0 - 12' deep) 5 LF	EA	112500.00	Y		0%
H18	54" Point repair (0 - 12' deep) 5 LF	EA	120000.00	Y		0%
H19	60" Point repair (0 - 12' deep) 5 LF	EA	127500.00	Y		0%
H20	66" Point repair (0 - 12' deep) 5 LF	EA	135000.00	Y		0%
H21	72" Point repair (0 - 12' deep) 5 LF	EA	142500.00	Y		0%
H22	78" Point repair (0 - 12' deep) 5 LF	EA	150000.00	Y		0%
H23	84" Point repair (0 - 12' deep) 5 LF	EA	157500.00	Y		0%

H24	96" Point repair (0 - 12' deep) 5 LF	EA	165000.00	Y		0%
H25	108" Point repair (0 - 12' deep) 5 LF	EA	172500.00	Y		0%
H26	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	675.00	Y		0%
H27	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	810.00	Y		0%
H28	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	1125.00	Y		0%
H29	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	1350.00	Y		0%
H30	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	2250.00	Y		0%
H31	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	2700.00	Y		0%
H32	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	3150.00	Y		0%
H33	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	3375.00	Y		0%
H34	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	3600.00	Y		0%
H35	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	3825.00	Y		0%
H36	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	4050.00	Y		0%
H37	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	4275.00	Y		0%
H38	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	4500.00	Y		0%
H39	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	4725.00	Y		0%
H40	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	4950.00	Y		0%
H41	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	5175.00	Y		0%
H42	Point Repair adder for any diameter pipe over 12' deep	LF	3000.00	Y		0%
H43	Connection to existing manhole for open cut installation	EA	2500.00		2000.00	25%
H44	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	67.50	Y		0%
H45	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	75.00	Y		0%
H46	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	90.00	Y		0%
H47	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	97.50	Y		0%
H48	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	142.50	Y		0%
H49	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	172.50	Y		0%
H50	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	195.00	Y		0%
H51	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	270.00	Y		0%
H52	Access Pit (0'-8' deep)	EA	3593.75		2875.00	25%
H53	Access Pit (8'-12' deep)	EA	5031.25		4025.00	25%
H54	Access Pit (12'-16' deep)	EA	9343.75		7475.00	25%
H55	Access Pit (16'-20' deep)	EA	12218.75		9775.00	25%
H56	Access Pit (over 20' deep)	EA	18750.00		15000.00	25%
H57	Trench safety (0-8' deep)	LF	7.19		5.75	25%
H58	Trench safety (8-12' deep)	LF	11.25		9.00	25%
H59	Trench safety (12-16' deep)	LF	25.00		20.00	25%
H60	Trench safety (16-20' deep)	LF	43.75		35.00	25%
H61	Trench safety over 20' deep)	LF	125.00		100.00	25%
H62	Obstruction Removal (0'- 12' deep)	EA	4312.50		3450.00	25%
H63	Obstruction Removal (12'- 15' deep)	EA	7187.50		5750.00	25%
H64	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1581.25		1265.00	25%
H65	External reconnect (8'- 12' deep) up to 5 linear feet	EA	2156.25		1725.00	25%
H66	External reconnect (12'- 16' deep) up to 5 linear feet	EA	5031.25		4025.00	25%
H67	External reconnect (16-20' deep) up to 5 linear feet	EA	12218.75		9775.00	25%
H68	External reconnect (over 20' deep) up to 5 linear feet	EA	17968.75		14375.00	25%
H69	Extra length service connection over 5 linear feet	LF	158.75		127.00	25%
H70	Remove and replace or install service line cleanout	EA	5250.00	Y		0%
H71	Remove and replace or install cleanout	EA	2300.00		1840.00	25%
H72	Lid Removal / Replacement / Modification	EA	37500.00	Y		0%
H73	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	4375.00		3500.00	25%
H74	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	4550.00		3640.00	25%
H75	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	4725.00		3780.00	25%
H76	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	5075.00		4060.00	25%
H77	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	5425.00		4340.00	25%
H78	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	5950.00		4760.00	25%
H79	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	6650.00		5320.00	25%
H80	Unsuitable Soil Replacement (Crusher Run)	CY	225.00	Y		0%
H81	Unsuitable Soil Replacement (Imported fill)	CY	300.00	Y		0%
H82	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2875.00		2300.00	25%
H83	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	3593.75		2875.00	25%
H84	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	5031.25		4025.00	25%
H85	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	9343.75		7475.00	25%
H86	Insert 24-32" Plastic Manhole Dish Insert	EA	375.00	Y		0%
H87	Insert 24-32" Stainless Manhole Dish Insert	EA	750.00	Y		0%
H88	Install New Manhole Frame and Cover - 24 or 32"	EA	5250.00	Y		0%
H89	Adjust existing Manhole Frame and Cover	EA	4500.00	Y		0%
H90	Install New 4' DIA precast manhole 0' - 6' deep	EA	7475.00		5980.00	25%
H91	Extra depth 4' DIA precast manhole over 6' deep	VF	791.25		633.00	25%
H92	Install New 5' DIA precast manhole 0' - 6' deep	EA	9775.00		7820.00	25%
H93	Extra depth 5' DIA precast manhole over 6' deep	VF	1078.75		863.00	25%
H94	Install New 6' DIA precast manhole 0' - 6' deep	EA	14087.50		11270.00	25%
H95	Extra depth 6' DIA precast manhole over 6' deep	VF	1517.50		1214.00	25%
H96	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	7906.25		6325.00	25%
H97	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	791.25		633.00	25%
H98	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	10062.50		8050.00	25%
H99	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	1142.50		914.00	25%
H100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	17250.00		13800.00	25%

H101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1517.50		1214.00	25%
H102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	17968.75		14375.00	25%
H103	Extra Depth Type B Structure, greater than 6' depth	VF	1078.75		863.00	25%
H104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	17968.75		14375.00	25%
H105	Extra Depth Type C Structure, greater than 6' depth	VF	1078.75		863.00	25%
H106	Cement stabilized sand	TON	55.00		44.00	25%
H107	Granular backfill/Crushed Rock	TON	51.25		41.00	25%
H108	Flowable Fill	CY	208.75		167.00	25%
H109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	10781.25		8625.00	25%
H110	Extra length dewatering over 20 linear feet	LF	125.00		100.00	25%
H111	Operation Maintain Well Points by the Day	DY	1222.50		978.00	25%
H112	Extra hand excavation	CF	180.00		144.00	25%
H113	Timber Matting for Large Diameter Setup	SY	93.75		75.00	25%
H114	Channel Excavation	CY	62.50		50.00	25%
H115	Debris Removal	CY	81.25		65.00	25%
H116	Clearing and Grubbing	ACRE	5625.00		4500.00	25%
H117	Tree Protection Fence	LF	225.00	Y		0%
H118	Tree Removal (6” – 12”)	EA	1875.00		1500.00	25%
H119	Tree Removal (13” – 23”)	EA	3750.00		3000.00	25%
H120	Tree Removal (> 24”)	EA	6250.00		5000.00	25%
H121	Rework Catch basin Cover to Accept New Manhole Covers	EA	1500.00		1200.00	25%
H122	Seismic Monitoring	EA	30000.00	Y		0%
H123	Saw Cutting up to 8" depth	LF	11.25		9.00	25%
H124	Saw Cutting over 8" depth	LF	15.00		12.00	25%
H125	Specialty Brick Paver/Sidewalk Replacement	SF	450.00	Y		0%
H126	Repair/Rehab 2" Asphalt pavement	SF	65.00		52.00	25%
H127	Repair/Rehab 8" Flex base	SF	57.50		46.00	25%
H128	Repair/Rehab 8" Concrete	SF	216.25		173.00	25%
H129	Repair/Rehab 6" Concrete	SF	151.25		121.00	25%
H130	Repair/Rehab 4" Concrete	SF	122.50		98.00	25%
H131	Repair/Rehab Concrete curb and gutter	LF	36.25		29.00	25%
H132	Granite Curb, Remove and Reset	LF	36.25		29.00	25%
H133	Seeding	SF	7.50	Y		0%
H134	Sodding	SF	36.25		29.00	25%
H135	Repair/Rehab chain link fence with new	LF	31.25		25.00	25%
H136	Repair/Rehab wooden fence with new	LF	36.25		29.00	25%
H137	Topsoil Complete	CY	51.25		41.00	25%
H138	Sanding Complete	CY	51.25		41.00	25%
H139	Mulch Complete	CY	51.25		41.00	25%
H140	Straw Bale Barrier	LF	25.00		20.00	25%
H141	Tree Replacement: Hardwoods, 2"	EA	1078.75		863.00	25%
H142	Tree Replacement: Pines, 2"	EA	1078.75		863.00	25%
H143	Shrub Replacement: 1 Gallon	EA	50.00		40.00	25%
H144	Shrub Replacement: 3 Gallon	EA	78.75		63.00	25%
H145	Shrub Replacement: 5 Gallon	EA	102.50		82.00	25%
H146	Shrub Replacement: 7 Gallon	EA	152.50		122.00	25%
H147	Bedding Flowers: Per Flat of 18"	EA	718.75		575.00	25%
H148	Stone Rip Rap Type I, 24" In Place Complete	SY	325.00		260.00	25%
H149	Riprap, Type II (Installed)	SY	325.00		260.00	25%
H150	Stone Rip Rap Type III, 12" In Place Complete	SY	360.00		288.00	25%
H151	Stone Grouted Rip Rap - 12" Installed	SY	200.00		160.00	25%
H152	Silt Fence Type A, Complete	LF	15.00		12.00	25%
H153	Silt Fence Type C, Complete	LF	10.00		8.00	25%
H154	Silt Fence - Type C, Double Row	LF	30.00	Y		0%
H155	Inlet Sediment Trap	EA	375.00	Y		0%
H156	Orange Barrier Fence	LF	7.50		6.00	25%
H157	Hay Bales Complete	EA	200.00		160.00	25%
H158	Plastic Filter Fabric Installed	SY	12.50		10.00	25%
H159	Permanent Soil Reinforced Mat Installed	SF	156.25		125.00	25%
I	**Horizontal Directional Drilling (HDD) and Related Items**					
I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	48.49		38.79	25%
I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	48.49		38.79	25%
I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	56.25		45.00	25%
I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	58.60		46.88	25%
I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	7.04		5.63	25%
I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	54.10		43.28	25%
I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	54.10		43.28	25%
I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	61.14		48.91	25%
I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	74.01		59.21	25%
I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	10.16		8.13	25%
I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	58.60		46.88	25%
I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	58.60		46.88	25%
I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	63.35		50.68	25%
I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	87.89		70.31	25%
I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	17.19		13.75	25%
I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA	200.89		160.71	25%
I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	200.89		160.71	25%

I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA	260.43		208.34	25%
I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	281.25		225.00	25%
I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	32.55		26.04	25%
I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	234.38		187.50	25%
I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA	234.38		187.50	25%
I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	319.61		255.69	25%
I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	390.63		312.50	25%
I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	39.95		31.96	25%
I26	Access Pit for Directional Drill (0'-8' deep)	EA	1382.81		1106.25	25%
I27	Access Pit for Directional Drill (8'-12' deep)	EA	2082.81		1666.25	25%
I28	Access Pit for Directional Drill (12'-16' deep)	EA	3703.13		2962.50	25%
I29	Access Pit for Directional Drill (16'-20' deep)	EA	6945.31		5556.25	25%
I30	2"-4" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
I31	6"-8" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
I32	10"-12" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
I33	15"-18" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
I34	21"-24" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
I35	27"-36" Set-up for contiguous lengths <150 lf	LS	4531.25		3625.00	25%
J	**Bypass for Gravity Pipelines and Related Items**					
J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	3198.75		2559.00	25%
J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	6000.00		4800.00	25%
J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	13750.00		11000.00	25%
J4	Set up 10" pump and piping including up to 1000 feet of bypass discharge line	ea	20000.00	Y		
J5	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	21750.00		17400.00	25%
J6	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	33750.00		27000.00	25%
J7	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	40.00	Y		0%
J8	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	45.00	Y		0%
J9	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	45.00		36.00	25%
J10	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	60.00		48.00	25%
J11	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	110.00		88.00	25%
J12	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	165.00		132.00	25%
J13	Operate 4" pumping System per pump	DY	625.00		500.00	25%
J14	Operate 4" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	600.00	Y		0%
J15	Operate 4" Hoses - Additional 20' Suction	DY	30.00	Y		0%
J16	Operate 4" Hoses - Additional 50' Lay flat	DY	30.00	Y		0%
J17	Operate 6" pumping System per pump	DY	3200.00		2880.00	11%
J18	Operate 6" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	750.00	Y		0%
J19	Operate 6" Hoses - Additional 20' Suction	DY	40.00	Y		0%
J20	Operate 6" Hoses - Additional 50' Lay flat	DY	40.00	Y		0%
J21	Operate 8" pumping System per pump	DY	6800.00		5640.00	21%
J22	Operate 8" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	275.00	Y		0%
J23	Operate 8" Hoses - Additional 10' Suction	DY	50.00	Y		0%
J24	Operate 8" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	8.00	Y		0%
J25	Operate 10" pumping System per pump	DY	8500.00	Y		0%
J26	Operate 10" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	750.00	Y		0%
J27	Operate 10" Hoses - Additional 10' Suction	DY	55.00	Y		0%
J28	Operate 10" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	20.00	Y		0%
J29	Operate 12" pumping System per pump	DY	10500.00		8840.00	19%
J30	Operate 12" Hoses - includes up to 20' of suction & 500' of HDPE	DY	925.00	Y		0%
J31	Operate 12" Hoses - Additional 10' Suction Hard Pipe	DY	15.00	Y		0%
J32	Operate 12" Hoses - Additional 20' HDPE	DY	30.00	Y		0%
J33	Operate 18" pumping System per pump	DY	21500.00		17760.00	21%
J34	Operate 18" Hoses - includes up to 20' of suction & 500' of Fused HDPE Pipe	DY	1000.00	Y		0%
J35	Operate 18" Hoses - Additional 10' Suction	DY	20.00	Y		0%
J36	Operate 18" Hoses - Additional 50' HDPE	DY	65.00	Y		0%
J37	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	3000.00		2400.00	25%
J38	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	3750.00		3000.00	25%
J39	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	5375.00		4300.00	25%
J40	Tear down 10" pump and piping including 1000 feet of bypass discharge line	EA	7500.00	Y		0%
J41	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	5250.00		4200.00	25%
J42	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	6875.00		5500.00	25%
J43	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	40.00	Y		0%
J44	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	45.00	Y		0%
J45	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	50.00	Y		0%
J46	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	65.00	Y		0%
J47	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	115.00	Y		0%
J48	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	170.00	Y		0%
J49	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	3750.00		3000.00	25%
J50	8" ROAD CROSSING	DY	156.25		125.00	25%
J51	10" BRIDGE STYLE ROAD CROSSING	DY	375.00		375.00	0%
J52	10" ROAD CROSSING DOUBLE WIDE	DY	156.25		125.00	25%
J53	12" ROAD CROSSING	DY	91.25		73.00	25%
J54	12" ROAD CROSSING DOUBLE WIDE	DY	156.25		125.00	25%
J55	18" ROAD CROSSING	DY	235.00		188.00	25%
J56	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	3750.00		3000.00	25%
J57	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	115.00		92.00	25%
J58	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	115.00		92.00	25%

J59	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	115.00		92.00	25%
J60	PIPE FUSION MACHINE 6"-18"	DY	780.00		625.00	25%
J61	PIPE FUSION MACHINE 4" - 12"	DY	687.50		550.00	25%
J62	PUMP 1" TO 1.5" AOD	DY	83.75		67.00	25%
J63	PUMP 2" AOD	DY	58.75		47.00	25%
J64	PUMP 3" AOD	DY	145.00		116.00	25%
J65	PUMP 2" GAS TRASH	DY	93.75		75.00	25%
J66	PUMP 3" GAS TRASH	DY	132.50		106.00	25%
J67	PUMP 4" GAS TRASH	DY	183.75		147.00	25%
J68	PUMP 3" DIESEL	DY	132.50		106.00	25%
J69	PUMP 4" DIESEL	DY	191.25		153.00	25%
J70	PUMP 6" DIESEL	DY	238.75		191.00	25%
J71	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DY	238.75		191.00	25%
J72	PUMP 8" DIESEL	DY	562.50		450.00	25%
J73	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DY	562.50		450.00	25%
J74	PUMP 10" DIESEL	DY	781.25		625.00	25%
J75	PUMP 12" DIESEL	DY	750.00		600.00	25%
J76	PUMP 14" DIESEL	DY	947.50		758.00	25%
J77	PUMP 18" DIESEL	DY	1531.25		1225.00	25%
J78	4" HYDRAULIC PUMP HEAD	DY	156.25		125.00	25%
J79	6" HYDRAULIC PUMP HEAD	DY	187.50		150.00	25%
J80	8" HYDRAULIC PUMP HEAD	DY	235.00		188.00	25%
J81	12" HYDRAULIC PUMP HEAD	DY	312.50		250.00	25%
J82	HYDRAULIC POWER UNIT - 25HP	DY	235.00		188.00	25%
J83	HYDRAULIC POWER UNIT - 65HP	DY	312.50		250.00	25%
J84	HYDRAULIC POWER UNIT - 150HP	DY	730.00		584.00	25%
J85	4 X 10 BAUER PIPE	DY	23.75		19.00	25%
J86	6 X 10 BAUER PIPE	DY	23.75		19.00	25%
J87	6 X 20 BAUER PIPE	DY	31.25		25.00	25%
J88	8 X 10 BAUER PIPE	DY	31.25		25.00	25%
J89	8 X 20 BAUER PIPE	DY	31.25		25.00	25%
J90	PUMP HYDROSTATIC TEST 10K PSI AIR	MIN	53.75		43.00	25%
J91	PUMP HYDROSTATIC TEST 8K PSI	MIN	73.75		59.00	25%
J92	HOSE 8' PUMP HYDROSTATIC TEST	DY	91.25		73.00	25%
J93	PUMP WATCH (each 8 Hour Shift)	EA	2500.00		2000.00	25%
J94	HYDROSTATIC TESTING OF PIPING	HR	500.00		400.00	25%
J95	24 HOUR SYSTEM TEST	HR	500.00		400.00	25%
J96	SWPPP	EA	3125.00		2500.00	25%
J97	6 X 6 CONTAINMENT BERM	DAY	78.75		63.00	25%
J98	12 X 12 CONTAINMENT BERM	DAY	156.25		125.00	25%
J99	PLUG TEST 6"-10"	DAY	65.00	Y		0%
J100	PLUG TEST 8"-12"	DAY	75.00	Y		0%
J101	PLUG TEST 12"-18"	DAY	85.00	Y		0%
J102	PLUG TEST 15"-30"	DAY	125.00	Y		0%
J103	PLUG TEST 24"-48"	DAY	325.00	Y		0%
J104	PLUG TEST 36"-60"	DAY	500.00	Y		0%
J105	PLUG TEST 48"-72"	DAY	850.00	Y		0%
J106	PLUG TEST 60"-96"	DAY	950.00	Y		0%
J107	Installation and Removal of Coffer Dam	EA	10000.00	Y		0%
J108	Installation and Removal of Aqua Barrier	EA	20000.00	Y		0%
J109	Rental of Aqua Barrier	WK	5000.00	Y		0%
J110	Installation and Removal of Plugs 6" - 18"	EA	1500.00	Y		0%
J111	Installation and Removal of Plugs 24"-48"	EA	2500.00	Y		0%
J112	Installation and Removal of Plugs 48" and Greater	EA	5000.00	Y		0%
J113	Installation and Removal of Earthen Dam	EA	50000.00	Y		0%
J114	Installation and Removal of Sheet Piling	LF	750.00	Y		0%
J115	Installation and Removal of Dewatering Box	EA	25000.00	Y		0%
J116	Diver - Mobilization Over 100 Miles	EA	1875.00	Y		0%
J117	Diver - Pipe Cleaning / Dredging To Install Plug	HR	312.50	Y		0%
J118	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	1875.00	Y		0%
J119	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	3750.00	Y		0%
J120	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	1500.00	Y		0%
J121	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	2500.00	Y		0%
J122	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	3750.00	Y		0%
K	**CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items**					
K1	6" Installation of Pressure Pipe Lining (Potable)	LF	450.00		360.00	25%
K2	8" Installation of Pressure Pipe Lining (Potable)	LF	506.25		405.00	25%
K3	10" Installation of Pressure Pipe Lining (Potable)	LF	581.25		465.00	25%
K4	12" Installation of Pressure Pipe Lining (Potable)	LF	645.00		516.00	25%
K5	15" Installation of Pressure Pipe Lining (Potable)	LF	731.25		585.00	25%
K6	18" Installation of Pressure Pipe Lining (Potable)	LF	881.25		705.00	25%
K7	21" Installation of Pressure Pipe Lining (Potable)	LF	982.50		786.00	25%
K8	24" Installation of Pressure Pipe Lining (Potable)	LF	1098.75		879.00	25%
K9	27" Installation of Pressure Pipe Lining (Potable)	LF	1200.00		960.00	25%
K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1481.25		1185.00	25%
K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1725.00		1380.00	25%
K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1897.50		1518.00	25%

K13	39" Installation of Pressure Pipe Lining (Potable)	LF	2182.50		1746.00	25%
K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2587.50		2070.00	25%
K15	48" Installation of Pressure Pipe Lining (Potable)	LF	3450.00		2760.00	25%
K16	54" Installation of Pressure Pipe Lining (Potable)	LF	4125.00		3300.00	25%
K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	337.50		270.00	25%
K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	412.50		330.00	25%
K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	487.50		390.00	25%
K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	562.50		450.00	25%
K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	637.50		510.00	25%
K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	787.50		630.00	25%
K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	870.00		696.00	25%
K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1068.75		855.00	25%
K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1200.00		960.00	25%
K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1368.75		1095.00	25%
K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1612.50		1290.00	25%
K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1897.50		1518.00	25%
K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2081.25		1665.00	25%
K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2512.50		2010.00	25%
K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3375.00		2700.00	25%
K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3750.00		3000.00	25%
K33	6" Installation of End Seal	EA	5175.00		4140.00	25%
K34	8" Installation of End Seal	EA	5175.00		4140.00	25%
K35	10" Installation of End Seal	EA	5175.00		4140.00	25%
K36	12" Installation of End Seal	EA	5175.00		4140.00	25%
K37	15" Installation of End Seal	EA	6900.00		5520.00	25%
K38	18" Installation of End Seal	EA	8625.00		6900.00	25%
K39	21" Installation of End Seal	EA	8625.00		6900.00	25%
K40	24" Installation of End Seal	EA	10350.00		8280.00	25%
K41	27" Installation of End Seal	EA	10350.00		8280.00	25%
K42	30" Installation of End Seal	EA	10350.00		8280.00	25%
K43	33" Installation of End Seal	EA	12075.00		9660.00	25%
K44	36" Installation of End Seal	EA	12075.00		9660.00	25%
K45	39" Installation of End Seal	EA	13800.00		11040.00	25%
K46	42" Installation of End Seal	EA	13800.00		11040.00	25%
K47	48" Installation of End Seal	EA	17250.00		13800.00	25%
K48	54" Installation of End Seal	EA	17250.00		13800.00	25%
K49	6"to 12" System set-up charge (<150 lf)	EA	5175.00		4140.00	25%
K50	15" to 21" System set-up charge (<150 lf)	EA	5175.00		4140.00	25%
K51	24" to 33" System set-up charge (<150 lf)	EA	5175.00		4140.00	25%
K52	36" to 54" System set-up charge (<150 lf)	EA	5175.00		4140.00	25%
L	**CIPP Pressure Pipe Bypass and Related Items**					
L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	138.00		110.40	25%
L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1587.00		1269.60	25%
L3	Operation of 2"- 4" AWWA approved bypass	Day	3450.00		2760.00	25%
L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	172.50		138.00	25%
L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1759.50		1407.60	25%
L6	Operation of 6"- 8" AWWA approved bypass	Day	4140.00		3312.00	25%
L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	207.00		165.60	25%
L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	2156.25		1725.00	25%
L9	Operation of 10"- 12" AWWA approved bypass	Day	6900.00		5520.00	25%
L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	517.50		414.00	25%
L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	2242.50		1794.00	25%
L12	Operation of 13"- 19" AWWA approved bypass	Day	8625.00		6900.00	25%
L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	690.00		552.00	25%
L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	3450.00		2760.00	25%
L15	Operation of 20"- 24" AWWA approved bypass	Day	8625.00		6900.00	25%
L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	1207.50		966.00	25%
L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	3450.00		2760.00	25%
L18	Operation of 25"- 30" AWWA approved bypass	Day	10350.00		8280.00	25%
L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1552.50		1242.00	25%
L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	3450.00		2760.00	25%
L21	Operation of 31"- 37" AWWA approved bypass	Day	10350.00		8280.00	25%
L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	2070.00		1656.00	25%
L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	3450.00		2760.00	25%
L24	Operation of 38"- 48" AWWA approved bypass	Day	10350.00		8280.00	25%
M	**Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items**					
M1	6" Cleaning with pressure propelled pigs	LF	34.50		27.60	25%
M2	8" Cleaning with pressure propelled pigs	LF	34.50		27.60	25%
M3	10" Cleaning with pressure propelled pigs	LF	34.50		27.60	25%
M4	12" Cleaning with pressure propelled pigs	LF	34.50		27.60	25%
M5	15" Cleaning with pressure propelled pigs	LF	51.75		41.40	25%
M6	18" Cleaning with pressure propelled pigs	LF	51.75		41.40	25%
M7	21" Cleaning with pressure propelled pigs	LF	51.75		41.40	25%
M8	24" Cleaning with pressure propelled pigs	LF	69.00		55.20	25%

M9	27" Cleaning with pressure propelled pigs	LF	69.00		55.20	25%
M10	30" Cleaning with pressure propelled pigs	LF	69.00		55.20	25%
M11	33" Cleaning with pressure propelled pigs	LF	69.00		55.20	25%
M12	36" Cleaning with pressure propelled pigs	LF	138.00		110.40	25%
M13	42" Cleaning with pressure propelled pigs	LF	138.00		110.40	25%
M14	48" Cleaning with pressure propelled pigs	LF	138.00		110.40	25%
M15	54" Cleaning with pressure propelled pigs	LF	138.00		110.40	25%
M16	6" Cleaning with scrapers or other attached tools	LF	51.75		41.40	25%
M17	8" Cleaning with scrapers or other attached tools	LF	51.75		41.40	25%
M18	10" Cleaning with scrapers or other attached tools	LF	51.75		41.40	25%
M19	12" Cleaning with scrapers or other attached tools	LF	51.75		41.40	25%
M20	15" Cleaning with scrapers or other attached tools	LF	69.00		55.20	25%
M21	18" Cleaning with scrapers or other attached tools	LF	69.00		55.20	25%
M22	21" Cleaning with scrapers or other attached tools	LF	69.00		55.20	25%
M23	24" Cleaning with scrapers or other attached tools	LF	86.25		69.00	25%
M24	27" Cleaning with scrapers or other attached tools	LF	86.25		69.00	25%
M25	30" Cleaning with scrapers or other attached tools	LF	86.25		69.00	25%
M26	33" Cleaning with scrapers or other attached tools	LF	120.75		96.60	25%
M27	36" Cleaning with scrapers or other attached tools	LF	120.75		96.60	25%
M28	42" Cleaning with scrapers or other attached tools	LF	138.00		110.40	25%
M29	48" Cleaning with scrapers or other attached tools	LF	172.50		138.00	25%
M30	54" Cleaning with scrapers or other attached tools	LF	207.00		165.60	25%
M31	6" Pressure pipe inspection	LF	13.80		11.04	25%
M32	8" Pressure pipe inspection	LF	13.80		11.04	25%
M33	10" Pressure pipe inspection	LF	17.25		13.80	25%
M34	12" Pressure pipe inspection	LF	17.25		13.80	25%
M35	15" Pressure pipe inspection	LF	17.25		13.80	25%
M36	18" Pressure pipe inspection	LF	24.15		19.32	25%
M37	21" Pressure pipe inspection	LF	24.15		19.32	25%
M38	24" Pressure pipe inspection	LF	24.15		19.32	25%
M39	27" Pressure pipe inspection	LF	24.15		19.32	25%
M40	30" Pressure pipe inspection	LF	24.15		19.32	25%
M41	33" Pressure pipe inspection	LF	24.15		19.32	25%
M42	36" Pressure pipe inspection	LF	27.60		22.08	25%
M43	42" Pressure pipe inspection	LF	27.60		22.08	25%
M44	48" Pressure pipe inspection	LF	34.50		27.60	25%
M45	54" Pressure pipe inspection	LF	51.75		41.40	25%
M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	50.00		40.00	25%
N	**Gravity Sewer Lateral Renewal Systems and Related Items**					
N1	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	6875.00	Y		0%
N2	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	8125.00	Y		0%
N3	4"-6" lateral liner per linear foot > 10'	LF	437.50	Y		0%
N4	4"-6" Set-up for installations	EA	25000.00	Y		0%
N5	Clean & CCTV Laterals (up to 10')	EA	937.50	Y		0%
N6	Clean & CCTV Laterals > 10'	LF	18.75	Y		0%
N7	Post CCTV Laterals (up to 25')	EA	500.00	Y		0%
N8	Post CCTV Laterals (over 25')	LF	8.00	Y		0%
N9	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
N10	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
N11	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
N12	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
N13	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
N14	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3750.00		3000.00	25%
O	**Traffic Control & Additional Labor Rates:**					
O1	Single Lane Closure	EA	2500.00	Y		0%
O2	Double Lane Closure	EA	3000.00	Y		0%
O3	Multi Lane Closure	EA	3500.00	Y		0%
O4	Intersection Closure	EA	4000.00	Y		0%
O5	Road Closure	EA	5000.00	Y		0%
O6	Sidewalk Closure	EA	1500.00	Y		0%
O7	Traffic Control Plan (per setup)	EA	3125.00		2500.00	25%
O8	Flagmen	HR	50.00		40.00	25%
O9	Uniformed Officers	HR	81.25		65.00	25%
O10	Light Plant	DY	175.00	Y		0%
O11	Arrow Board	DY	180.00	Y		0%
O12	Message Board	DY	450.00	Y		0%
O13	Attenuator Truck	DY	800.00	Y		0%
O14	Sign (min qty 10, will bill at groupings of 10 EA per day)	DY	50.00	Y		0%
O15	Cone (min qty 10, will bill at groupings of 10 EA per day)	DY	50.00	Y		0%
O16	Barricade (min qty 5)	DY	75.00	Y		0%
O17	Superintendent - Regular	HR	43.75		35.00	25%

O18	Superintendent - Overtime	HR	81.25		65.00	25%
O19	Foreman - Regular	HR	37.50		30.00	25%
O20	Foreman - Overtime	HR	75.00		60.00	25%
O21	Laborer - Regular	HR	25.00		20.00	25%
O22	Laborer - Overtime	HR	40.00		32.00	25%
O23	Truck Drive - Regular	HR	125.00		100.00	25%
O24	Truck Drive - Overtime	HR	125.00		100.00	25%
O25	Utility - Regular	HR	25.00		20.00	25%
O26	Utility - Overtime	HR	50.00		40.00	25%
O27	Engineering Support	HR	400.00	Y		0%
O28	Engineering Design	EA	15000.00	Y		0%
P	**Mobilization:**					
P1	Mobilization - Emergency Mobilization	EA	12500.00		10000.00	25%
P2	Mobilization - Rehab of Less Than 100 Ft	EA	31250.00		25000.00	25%
P3	Mobilization - Rehab of 101 Ft to 300 Ft	EA	25000.00		20000.00	25%
P4	Mobilization - Rehab of 301 Ft to 500 Ft	EA	18750.00		15000.00	25%
P5	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	12500.00		10000.00	25%
P6	Mobilization - Alabama	EA	25000.00		20000.00	25%
P7	Mobilization - Alaska	EA	100000.00		100000.00	0%
P8	Mobilization - Arizona	EA	35000.00		35000.00	0%
P9	Mobilization - Arkansas	EA	25000.00		20000.00	25%
P10	Mobilization - California	EA	45000.00		45000.00	0%
P11	Mobilization - Colorado	EA	35000.00		30000.00	17%
P12	Mobilization - Connecticut	EA	50000.00		50000.00	0%
P13	Mobilization - Delaware	EA	50000.00		50000.00	0%
P14	Mobilization - Florida	EA	35000.00		30000.00	17%
P15	Mobilization - Georgia	EA	35000.00		35000.00	0%
P16	Mobilization - Hawaii	EA	300000.00		300000.00	0%
P17	Mobilization - Idaho	EA	45000.00		45000.00	0%
P18	Mobilization - Illinois	EA	35000.00		30000.00	17%
P19	Mobilization - Indiana	EA	35000.00		30000.00	17%
P20	Mobilization - Iowa	EA	35000.00		30000.00	17%
P21	Mobilization - Kansas	EA	35000.00		30000.00	17%
P22	Mobilization - Kentucky	EA	35000.00		30000.00	17%
P23	Mobilization - Louisiana	EA	25000.00		20000.00	25%
P24	Mobilization - Maine	EA	50000.00		50000.00	0%
P25	Mobilization - Maryland	EA	35000.00		30000.00	17%
P26	Mobilization - Massachusetts	EA	35000.00		30000.00	17%
P27	Mobilization - Michigan	EA	35000.00		30000.00	17%
P28	Mobilization - Minnesota	EA	37500.00		30000.00	25%
P29	Mobilization - Mississippi	EA	25000.00		20000.00	25%
P30	Mobilization - Missouri	EA	25000.00		20000.00	25%
P31	Mobilization - Montana	EA	37500.00		30000.00	25%
P32	Mobilization - Nebraska	EA	35000.00		30000.00	17%
P33	Mobilization - Nevada	EA	45000.00		45000.00	0%
P34	Mobilization - New Hampshire	EA	45000.00		45000.00	0%
P35	Mobilization - New Jersey	EA	50000.00		50000.00	0%
P36	Mobilization - New Mexico	EA	40000.00		40000.00	0%
P37	Mobilization - New York	EA	45000.00		45000.00	0%
P38	Mobilization - North Carolina	EA	35000.00		30000.00	17%
P39	Mobilization - North Dakota	EA	40000.00		40000.00	0%
P40	Mobilization - Ohio	EA	40000.00		40000.00	0%
P41	Mobilization - Oklahoma	EA	18750.00		15000.00	25%
P42	Mobilization - Oregon	EA	45000.00		45000.00	0%
P43	Mobilization - Pennsylvania	EA	40000.00		40000.00	0%
P44	Mobilization - Rhode Island	EA	45000.00		45000.00	0%
P45	Mobilization - South Carolina	EA	35000.00		30000.00	17%
P46	Mobilization - South Dakota	EA	40000.00		40000.00	0%
P47	Mobilization - Tennessee	EA	35000.00		30000.00	17%
P48	Mobilization - Texas	EA	35000.00		30000.00	17%
P49	Mobilization - Utah	EA	35000.00		30000.00	17%
P50	Mobilization - Vermont	EA	40000.00		40000.00	0%
P51	Mobilization - Virginia	EA	40000.00		40000.00	0%
P52	Mobilization - Washington	EA	50000.00		50000.00	0%
P53	Mobilization - West Virginia	EA	35000.00		30000.00	17%
P54	Mobilization - Wisconsin	EA	40000.00		40000.00	0%
P55	Mobilization - Wyoming	EA	40000.00		40000.00	0%

FORM E - Products and Services Offerings (Tab B)					Effective Date: 5/29/2024	
Offer Name:	Vortex Companies, LLC					
Invitation No.	TP07-18 Trenchless Pipeline Rehabilitation Services					
AA	**Vortex Lining System Equipment:**					
AA1	Vortex Lining System Rig	EA	406250.00		325000.00	25%
AA2	Vortex Spray Master Manhole Lining Equipment	EA	93750.00		75000.00	25%
AA3	Vortex Spin Master Robotic Spin Casting Equipment	EA	15000.00		12000.00	25%
AA4	SM1 Non-CDL Truck	EA	30000.00	Y		0%
AA5	QM-1s Restore Pallet (56 bags) 60# bags	EA	1750.00		1400.00	25%
AA6	Alumina liner Pallet (56 bags) 60# bags	EA	1725.00		1380.00	25%
AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2575.00		2240.00	15%
AA8	Hyperform Pallet (56 bags) 60# bags	EA	2800.00		2240.00	25%
AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3565.00		3080.00	16%
BB	**Robots and Cameras:**					
BB1	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	5175.00		4141.00	25%
BB2	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	12650.00		10985.00	15%
BB3	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	20650.00		19125.00	8%
BB4	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	8900.00		7128.00	25%
BB5	1330 Robot (SCHWALM)	EA	87975.00		71500.00	23%
BB6	2060 Robot F (SCHWALM)	EA	114900.00		102850.00	12%
BB7	2060 Robot Z (SCHWALM)	EA	114900.00		103950.00	11%
BB8	Focus Camera (SCHWALM)	EA	10075.00		8250.00	22%
BB9	Zoom Camera (SCHWALM)	EA	12375.00		9900.00	25%
BB10	12000 Air Motor (SCHWALM)	EA	3000.00		2400.00	25%
BB11	13000 Air Motor (SCHWALM)	EA	2625.00		2100.00	25%
BB12	Digital Box (SCHWALM)	EA	7200.00		7200.00	0%
BB13	Control Unit Schwalm (SCHWALM)	EA	25437.50		20350.00	25%
BB14	Control Unit Cues (SCHWALM)	EA	25000.00		20000.00	25%
BB15	Remote (SCHWALM)	EA	865.00		742.50	16%
BB16	Cable Drum (SCHWALM)	EA	26125.00		20900.00	25%
BB17	Twin Hose Reel (SCHWALM)	EA	21875.00		17500.00	25%
BB18	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000.00		4000.00	0%
BB19	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200.00		4200.00	0%
BB20	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300.00		4300.00	0%
BB21	8" Schwalm flow-through packer (SCHWALM)	EA	7100.00		7100.00	0%
BB22	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600.00		7600.00	0%
BB23	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	650.00		520.00	25%
BB24	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	650.00		520.00	25%
BB25	Deep Trekker DTG3	EA	9775.00	Y		0%
BB26	Deep Trekker Photon	EA	13800.00	Y		0%
BB27	Deep Trekker Pivot Base	EA	20250.00	Y		0%
BB28	Deep Trekker Pivot Expert	EA	27850.00	Y		0%
BB29	Deep Trekker Pivot Nav	EA	65575.00	Y		0%
BB30	Deep Trekker Revolution Base	EA	46000.00	Y		0%
BB31	Deep Trekker Revolution Nav	EA	83950.00	Y		0%
BB32	Deep Trekker Vac Utility Crawler	EA	37950.00	Y		0%
BB33	Deep Trekker Utility Mag	EA	29900.00	Y		0%
BB34	Pipe Trekker A-150S	EA	45900.00	Y		0%
BB35	Pipe Trekker A-150X	EA	80400.00	Y		0%
BB36	Pipe Trekker A-200S	EA	51650.00	Y		0%
BB37	Pipe Trekker A-200X	EA	86250.00	Y		0%
BB38	Pipe Trekker Ford Transit with A-200X	EA	287500.00	Y		0%
BB39	SUPER MIDI MILLER 110v (PICOTE)	EA	10500.00	Y		0%
BB40	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	12650.00	Y		0%
BB41	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	18600.00	Y		0%
BB42	Picote Starter Kit	EA	1080.00	Y		0%
BB43	Picote Pro Cutting	EA	3600.00	Y		0%
BB44	Picote Pro Cleaning Kit	EA	3560.00	Y		0%
BB45	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	5700.00	Y		0%
BB46	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	5450.00	Y		0%
BB47	Midi Roller & Wet-Out Station Package US	EA	10500.00	Y		0%
BB48	Picote Original Cannon	EA	2760.00	Y		0%
BB49	Twister Express 2" - 1/3" Shaft	EA	845.00	Y		0%
BB50	Twister Mini Flexi	EA	885.00	Y		0%
BB51	Twister Express	EA	1210.00	Y		0%
BB52	Tiger Twister Lateral Cutter	EA	1510.00	Y		0%
BB53	Twister for Unlined Pipe	EA	1550.00	Y		0%
BB54	Twister for Lined Pipe	EA	1710.00	Y		0%
BB55	Twister Concrete Remover	EA	1570.00	Y		0%
BB56	Picote Grabber	EA	4250.00	Y		0%
BB57	Grabber Jaw Set	EA	445.00	Y		0%
BB58	Large Grabber Jaw Set 1	EA	3350.00	Y		0%
BB59	Large Grabber Extension 32.8ft.	EA	500.00	Y		0%
BB60	Spare Grabber Head with Jaws	EA	1250.00	Y		0%
BB61	Spare Grabber Steering Unit	EA	1950.00	Y		0%

BB62	Smart Crusher	EA	4350.00	Y		0%
BB63	Smart Crusher Front Drill Head	EA	1900.00	Y		0%
BB64	Smart Sweeper	EA	4275.00	Y		0%
BB65	Twister+ 6" - 12" - 3/4" Shaft	EA	3500.00	Y		0%
BB66	Smart Spider	EA	2625.00	Y		0%
BB67	Twister Concrete Remover	EA	3500.00	Y		0%
BB68	Maxi Coating Pump U.S. 110v	EA	13975.00	Y		0%
BB69	Xpress Coating Pump 1 1/4"-12" pipes	EA	47925.00	Y		0%
BB70	Test Box for Talpa	EA	1050.00	Y		0%
BB71	Test Box for Mina Camera	EA	1210.00	Y		0%
BB72	1500 Air motor for Picote Robo Tools (SCHWALM)	EA	4715.00	Y		0%
BB73	Carbide Wheel Talpa 1330	EA	550.00	Y		0%
BB74	Carbide Wheel Talpa 2060	EA	610.00	Y		0%
BB75	Large Wheels for 16-24" Pipe Talpa 2060	EA	980.00	Y		0%
BB76	Power Boom Crane with Lights	EA	9200.00	Y		0%
BB77	Large BlackLine Milling Ball	EA	1575.00	Y		0%
BB78	Small BlackLine Milling Ball	EA	1150.00	Y		0%
BB79	Large N-TEC II Mushroom Milling Cutter Head	EA	550.00	Y		0%
BB80	Small N-TEC II Mushroom Milling Cutter Head	EA	495.00	Y		0%
BB81	Robo Grabber (PICOTE)	EA	1925.00	Y		0%
BB82	Impact Wrench for Compression Plugs	EA	1675.00	Y		0%
BB83	Compression Plug - 4"	EA	300.00	Y		0%
BB84	Compression Plug - 5"	EA	325.00	Y		0%
BB85	Compression Plug - 6"	EA	340.00	Y		0%
BB86	Compression Plug - 8"	EA	490.00	Y		0%
BB87	Air Chisel Talpa 2060	EA	1900.00	Y		0%
BB88	Chisel	EA	60.00	Y		0%
BB89	AccuPower 1330 Base Package (20k PSI, 3 days of training required but included)	EA	22500.00	Y		0%
BB90	5mm x 100' Hose, 20,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	2600.00	Y		0%
BB91	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	3705.00	Y		0%
BB92	High Pressure, 20,000 PSI Automatic Reel w/ 300' Hose & Swivels (1330)	EA	36250.00	Y		0%
BB93	AccuPower 2060 Base Package (40k PSI, 3 days of training required but included)	EA	25000.00	Y		0%
BB94	High Pressure, 40,000 PSI Automatic Reel w/ 300' Hose & Swivels (2060)	EA	36250.00	Y		0%
BB95	5mm x 100' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	4900.00	Y		0%
BB96	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	9200.00	Y		0%
BB97	M9xM9 Hose Connector 40,000 PSI (2060 & 1330 Hoses)	EA	80.00	Y		0%
BB98	M14xM9 Hose Adapter 40,000 PSI (2060 & 1330 Hoses)	EA	125.00	Y		0%
BB99	Air Grinder w/ Mounting Ring (Angle Grinder) (SCHWALM)	EA	1575.00	Y		0%
BB100	Diamond Blade Cutting Disc 125mm (SCHWALM)	EA	145.00	Y		0%
BB101	10-12" Schwalm flow-through packer long (SCHWALM)	EA	6900.00	Y		0%
BB102	12"-16" Schwalm Flow-through packer (SCHWALM)	EA	7020.00	Y		0%
BB103	16-20" Schwalm Packer (SCHWALM)	EA	7475.00	Y		0%
BB104	16-24" Schwalm flow-through packer (SCHWALM)	EA	8050.00	Y		0%
BB105	20-28" Schwalm flow-through packer (SCHWALM)	EA	8875.00	Y		0%
BB106	6" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	780.00	Y		0%
BB107	8" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	725.00	Y		0%
BB108	8" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	1460.00	Y		0%
BB109	F-550 Schwalm Turn Key Truck Build	EA	515000.00	Y		0%
CC	**Internal Pipe Seals:**					
CC1	8"-Stainless steel with EPDM	EA	945.00		756.00	25%
CC2	10"-Stainless steel with EPDM	EA	982.50		786.00	25%
CC3	12"-Stainless steel with EPDM	EA	1023.75		819.00	25%
CC4	15"-Stainless steel with EPDM	EA	1185.19		948.15	25%
CC5	18"-Stainless steel with EPDM	EA	1302.50		1042.00	25%
CC6	21"-Stainless steel with EPDM	EA	1488.38		1190.70	25%
CC7	24"-Stainless steel with EPDM	EA	1756.13		1404.90	25%
DD	**Installation Packer for Internal Pipe Seals:**					
DD1	8'-12" Packer with coupling rod	EA	6875.00		5500.00	25%
DD2	15"-18" Packer with coupling rod	EA	8625.00		6900.00	25%
DD3	21"-24" Packer with coupling rod	EA	10125.00		8100.00	25%
EE	**Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber:**					
EE1	8"-Stainless steel with EPDM	EA	846.56		677.25	25%
EE2	10"-Stainless steel with EPDM	EA	862.50		690.00	25%
EE3	12"-Stainless steel with EPDM	EA	885.94		708.75	25%
EE4	15"-Stainless steel with EPDM	EA	1122.19		897.75	25%
EE5	18"-Stainless steel with EPDM	EA	1243.75		995.00	25%
EE6	21"-Stainless steel with EPDM	EA	1397.81		1118.25	25%
EE7	24"-Stainless steel with EPDM	EA	1555.31		1244.25	25%
FF	**UV Light Cured Spiral Wound Fiberglass Liner and Related Materials:**					
FF1	(CMS-1022-HS) - Vericure CMS w/WiFi, Cables A&B	EA	51520.00	Y		
FF2	(VCURE-SS) - Vericure Software Subscription	EA	10920.00	Y		
FF3	(AS-1007) - Cable Spool Roller	EA	331.24	Y		
FF4	(OSC-2001) - FlatTemp Cable	EA	13091.40	Y		
FF5	(RTC-350) - RoundTemp ArmourCable SX3mm 350'	EA	735.00	Y		
FF6	(RTC-500) - RoundTemp ArmourCable SX3mm 500'	EA	1050.00	Y		
FF7	(RTC-600) - RoundTemp ArmourCable SX3mm 600'	EA	1260.00	Y		

FF8	(RTC-700) - RoundTemp ArmourCable SX3mm 700'	EA	1470.00	Y		
FF9	(RTC-800) - RoundTemp ArmourCable SX3mm 800'	EA	1680.00	Y		
FF10	(RTC-1000) - RoundTemp ArmourCable SX3mm 1000'	EA	2100.00	Y		
FF11	(046 02 000) - IMS MicroCure LED CIPP Curing System - 3" - 10"	EA	202495.69	Y		
FF12	(OL-6-2.4) - UV Liner - 6" x 2.4mm	LF	21.80	Y		
FF13	(OL-6-3.6) - UV Liner - 6" x 3.6mm	LF	22.41	Y		
FF14	(OL-8-2.4) - UV Liner - 8" x 2.4mm	LF	20.55	Y		
FF15	(OL-8-3.6) - UV Liner - 8" x 3.6mm	LF	25.75	Y		
FF16	(OL-8-4.8) - UV Liner - 8" x 4.8mm	LF	33.14	Y		
FF17	(OL-9-2.4) - UV Liner - 9" x 2.4mm	LF	27.64	Y		
FF18	(OL-9-3.6) - UV Liner - 9" x 3.6mm	LF	29.26	Y		
FF19	(OL-9-4.8) - UV Liner - 9" x 4.8mm	LF	36.41	Y		
FF20	(OL-10-2.4) - UV Liner - 10" x 2.4mm	LF	23.49	Y		
FF21	(OL-10-3.6) - UV Liner - 10" x 3.6mm	LF	29.83	Y		
FF22	(OL-10-4.8) - UV Liner - 10" x 4.8mm	LF	37.13	Y		
FF23	(OL-12-2.4) - UV Liner - 12" x 2.4mm	LF	29.54	Y		
FF24	(OL-12-3.6) - UV Liner - 12" x 3.6mm	LF	36.51	Y		
FF25	(OL-12-4.8) - UV Liner - 12" x 4.8mm	LF	42.29	Y		
FF26	(OL-12-6.0) - UV Liner - 12" x 6.0mm	LF	48.65	Y		
FF27	(OL-14-2.4) - UV Liner - 14" x 2.4mm	LF	33.33	Y		
FF28	(OL-14-3.6) - UV Liner - 14" x 3.6mm	LF	40.42	Y		
FF29	(OL-14-4.8) - UV Liner - 14" x 4.8mm	LF	43.67	Y		
FF30	(OL-15-2.4) - UV Liner - 15" x 2.4mm	LF	37.70	Y		
FF31	(OL-15-3.6) - UV Liner - 15" x 3.6mm	LF	40.05	Y		
FF32	(OL-15-4.8) - UV Liner - 15" x 4.8mm	LF	50.18	Y		
FF33	(OL-15-6.0) - UV Liner - 15" x 6.0mm	LF	56.04	Y		
FF34	(OL-15-7.2) - UV Liner - 15" x 7.2mm	LF	65.44	Y		
FF35	(OL-16-3.6) - UV Liner - 16" x 3.6mm	LF	44.86	Y		
FF36	(OL-16-4.8) - UV Liner - 16" x 4.8mm	LF	52.30	Y		
FF37	(OL-16-6.0) - UV Liner - 16" x 6.0mm	LF	61.45	Y		
FF38	(OL-16-7.2) - UV Liner - 16" x 7.2mm	LF	71.61	Y		
FF39	(OL-18-3.6) - UV Liner - 18" x 3.6mm	LF	56.56	Y		
FF40	(OL-18-4.8) - UV Liner - 18" x 4.8mm	LF	61.94	Y		
FF41	(OL-18-6.0) - UV Liner - 18" x 6.0mm	LF	69.54	Y		
FF42	(OL-18-7.2) - UV Liner - 18" x 7.2mm	LF	81.23	Y		
FF43	(OL-18-8.4) - UV Liner - 18" x 8.4mm	LF	91.76	Y		
FF44	(OL-18-9.6) - UV Liner - 18" x 9.6mm	LF	105.03	Y		
FF45	(OL-18-10.8) - UV Liner - 18" x 10.8mm	LF	125.65	Y		
FF46	(OL-20-3.6) - UV Liner - 20" x 3.6mm	LF	61.57	Y		
FF47	(OL-20-4.8) - UV Liner - 20" x 4.8mm	LF	75.68	Y		
FF48	(OL-20-6.0) - UV Liner - 20" x 6.0mm	LF	91.42	Y		
FF49	(OL-21-3.6) - UV Liner - 21" x 3.6mm	LF	62.78	Y		
FF50	(OL-21-4.8) - UV Liner - 21" x 4.8mm	LF	66.51	Y		
FF51	(OL-21-6.0) - UV Liner - 21" x 6.0mm	LF	82.46	Y		
FF52	(OL-21-7.2) - UV Liner - 21" x 7.2mm	LF	91.99	Y		
FF53	(OL-21-8.4) - UV Liner - 21" x 8.4mm	LF	111.09	Y		
FF54	(OL-21-9.6) - UV Liner - 21" x 9.6mm	LF	135.46	Y		
FF55	(OL-24-3.6) - UV Liner - 24" x 3.6mm	LF	76.82	Y		
FF56	(OL-24-4.8) - UV Liner - 24" x 4.8mm	LF	89.71	Y		
FF57	(OL-24-6.0) - UV Liner - 24" x 6.0mm	LF	97.96	Y		
FF58	(OL-24-7.2) - UV Liner - 24" x 7.2mm	LF	112.17	Y		
FF59	(OL-24-8.4) - UV Liner - 24" x 8.4mm	LF	130.91	Y		
FF60	(OL-24-9.6) - UV Liner - 24" x 9.6mm	LF	148.25	Y		
FF61	(OL-24-10.8) - UV Liner - 24" x 10.8mm	LF	159.39	Y		
FF62	(OL-27-3.6) - UV Liner - 27" x 3.6mm	LF	79.13	Y		
FF63	(OL-27-4.8) - UV Liner - 27" x 4.8mm	LF	93.31	Y		
FF64	(OL-27-6.0) - UV Liner - 27" x 6.0mm	LF	110.43	Y		
FF65	(OL-27-7.2) - UV Liner - 27" x 7.2mm	LF	123.89	Y		
FF66	(OL-27-8.4) - UV Liner - 27" x 8.4mm	LF	138.84	Y		
FF67	(OL-27-9.6) - UV Liner - 27" x 9.6mm	LF	154.43	Y		
FF68	(OL-30-3.6) - UV Liner - 30" x 3.6mm	LF	86.45	Y		
FF69	(OL-30-4.8) - UV Liner - 30" x 4.8mm	LF	99.27	Y		
FF70	(OL-30-6.0) - UV Liner - 30" x 6.0mm	LF	118.68	Y		
FF71	(OL-30-7.2) - UV Liner - 30" x 7.2mm	LF	130.90	Y		
FF72	(OL-30-8.4) - UV Liner - 30" x 8.4mm	LF	147.11	Y		
FF73	(OL-30-9.6) - UV Liner - 30" x 9.6mm	LF	161.74	Y		
FF74	(OL-30-10.8) - UV Liner - 30" x 10.8mm	LF	189.01	Y		
FF75	(OL-30-12.0) - UV Liner - 30" x 12.0mm	LF	205.09	Y		
FF76	(OL-30-13.2) - UV Liner - 30" x 13.2mm	LF	221.87	Y		
FF77	(OL-30-14.4) - UV Liner - 30" x 14.4mm	LF	243.63	Y		
FF78	(OL-32-4.8) - UV Liner - 32" x 4.8mm	LF	117.04	Y		
FF79	(OL-32-6.0) - UV Liner - 32" x 6.0mm	LF	125.79	Y		

FF80	(OL-32-7.2) - UV Liner - 32" x 7.2mm	LF	142.39	Y		
FF81	(OL-32-8.4) - UV Liner - 32" x 8.4mm	LF	165.24	Y		
FF82	(OL-32-9.6) - UV Liner - 32" x 9.6mm	LF	175.15	Y		
FF83	(OL-32-10.8) - UV Liner - 32" x 10.8mm	LF	189.10	Y		
FF84	(OL-34-6.0) - UV Liner - 34" x 6.0mm	LF	138.47	Y		
FF85	(OL-34-7.2) - UV Liner - 34" x 7.2mm	LF	150.95	Y		
FF86	(OL-34-8.4) - UV Liner - 34" x 8.4mm	LF	173.01	Y		
FF87	(OL-34-9.6) - UV Liner - 34" x 9.6mm	LF	181.65	Y		
FF88	(OL-34-10.8) - UV Liner - 34" x 10.8mm	LF	196.38	Y		
FF89	(OL-34-12.0) - UV Liner - 34" x 12.0mm	LF	202.13	Y		
FF90	(OL-34-13.2) - UV Liner - 34" x 13.2mm	LF	216.75	Y		
FF91	(OL-36-3.6) - UV Liner - 36" x 3.6mm	LF	125.45	Y		
FF92	(OL-36-4.8) - UV Liner - 36" x 4.8mm	LF	133.67	Y		
FF93	(OL-36-6.0) - UV Liner - 36" x 6.0mm	LF	142.11	Y		
FF94	(OL-36-7.2) - UV Liner - 36" x 7.2mm	LF	152.75	Y		
FF95	(OL-36-8.4) - UV Liner - 36" x 8.4mm	LF	179.35	Y		
FF96	(OL-36-9.6) - UV Liner - 36" x 9.6mm	LF	190.96	Y		
FF97	(OL-36-10.8) - UV Liner - 36" x 10.8mm	LF	202.27	Y		
FF98	(OL-36-12.0) - UV Liner - 36" x 12.0mm	LF	230.55	Y		
FF99	(OL-36-13.2) - UV Liner - 36" x 13.2mm	LF	250.63	Y		
FF100	(OL-38-6.0) - UV Liner - 38" x 6.0mm	LF	154.27	Y		
FF101	(OL-38-7.2) - UV Liner - 38" x 7.2mm	LF	172.30	Y		
FF102	(OL-38-8.4) - UV Liner - 38" x 8.4mm	LF	183.39	Y		
FF103	(OL-38-9.6) - UV Liner - 38" x 9.6mm	LF	200.02	Y		
FF104	(OL-38-10.8) - UV Liner - 38" x 10.8mm	LF	211.88	Y		
FF105	(OL-38-12.0) - UV Liner - 38" x 12.0mm	LF	233.56	Y		
FF106	(OL-38-13.2) - UV Liner - 38" x 13.2mm	LF	245.42	Y		
FF107	(OL-40-8.4) - UV Liner - 40" x 8.4mm	LF	185.05	Y		
FF108	(OL-40-9.6) - UV Liner - 40" x 9.6mm	LF	211.34	Y		
FF109	(OL-40-10.8) - UV Liner - 40" x 10.8mm	LF	217.55	Y		
FF110	(OL-40-12.0) - UV Liner - 40" x 12.0mm	LF	257.31	Y		
FF111	(OL-40-13.2) - UV Liner - 40" x 13.2mm	LF	273.13	Y		
FF112	(OL-42-6.0) - UV Liner - 42" x 6.0mm	LF	185.88	Y		
FF113	(OL-42-7.2) - UV Liner - 42" x 7.2mm	LF	195.66	Y		
FF114	(OL-42-8.4) - UV Liner - 42" x 8.4mm	LF	205.98	Y		
FF115	(OL-42-9.6) - UV Liner - 42" x 9.6mm	LF	218.64	Y		
FF116	(OL-42-10.8) - UV Liner - 42" x 10.8mm	LF	234.81	Y		
FF117	(OL-42-12.0) - UV Liner - 42" x 12.0mm	LF	260.53	Y		
FF118	(OL-42-13.2) - UV Liner - 42" x 13.2mm	LF	281.44	Y		
FF119	(OL-44-13.2) - UV Liner - 44" x 13.2mm	LF	315.42	Y		
FF120	(OL-44-14.4) - UV Liner - 44" x 14.4mm	LF	321.12	Y		
FF121	(OL-46-8.4) - UV Liner - 46" x 8.4mm	LF	218.41	Y		
FF122	(OL-46-9.6) - UV Liner - 46" x 9.6mm	LF	237.30	Y		
FF123	(OL-46-10.8) - UV Liner - 46" x 10.8mm	LF	249.98	Y		
FF124	(OL-46-12.0) - UV Liner - 46" x 12.0mm	LF	272.72	Y		
FF125	(OL-46-13.2) - UV Liner - 46" x 13.2mm	LF	290.70	Y		
FF126	(OL-48-7.2) - UV Liner - 48" x 7.2mm	LF	249.27	Y		
FF127	(OL-48-8.4) - UV Liner - 48" x 8.4mm	LF	257.99	Y		
FF128	(OL-48-9.6) - UV Liner - 48" x 9.6mm	LF	265.94	Y		
FF129	(OL-48-10.8) - UV Liner - 48" x 10.8mm	LF	279.59	Y		
FF130	(OL-48-12.0) - UV Liner - 48" x 12.0mm	LF	311.99	Y		
FF131	(OL-48-13.2) - UV Liner - 48" x 13.2mm	LF	338.14	Y		
FF132	(OL-48-14.4) - UV Liner - 48" x 14.4mm	LF	388.53	Y		
FF133	(OL-48-15.6) - UV Liner - 48" x 15.6mm	LF	439.07	Y		
FF134	(OL-54-8.4) - UV Liner - 54" x 8.4mm	LF	365.55	Y		
FF135	(OL-54-9.6) - UV Liner - 54" x 9.6mm	LF	412.34	Y		
FF136	(OL-54-10.8) - UV Liner - 54" x 10.8mm	LF	457.91	Y		
FF137	(OL-54-12.0) - UV Liner - 54" x 12.0mm	LF	500.96	Y		
FF138	(OL-54-13.2) - UV Liner - 54" x 13.2mm	LF	540.44	Y		
FF139	(OL-54-14.4) - UV Liner - 54" x 14.4mm	LF	601.40	Y		
FF140	(OL-54-15.6) - UV Liner - 54" x 15.6mm	LF	664.19	Y		
FF141	(OL-63-15.6) - UV Liner - 63" x 15.6mm	LF	876.41	Y		
FF142	(OL-60-7.2) - UV Liner - 60" x 7.2mm	LF	449.79	Y		
FF143	(OL-60-8.4) - UV Liner - 60" x 8.4mm	LF	474.71	Y		
FF144	(OL-60-9.6) - UV Liner - 60" x 9.6mm	LF	499.48	Y		
FF145	(OL-60-10.8) - UV Liner - 60" x 10.8mm	LF	525.77	Y		
FF146	(OL-60-12.0) - UV Liner - 60" x 12.0mm	LF	553.45	Y		
FF147	(OL-60-13.2) - UV Liner - 60" x 13.2mm	LF	609.77	Y		
FF148	(OL-60-14.4) - UV Liner - 60" x 14.4mm	LF	714.06	Y		
FF149	(OL-60-15.6) - UV Liner - 60" x 15.6mm	LF	830.80	Y		
FF150	(OL-66-13.2) - UV Liner - 66" x 13.2mm	LF	780.39	Y		
FF151	(OL-66-14.4) - UV Liner - 66" x 14.4mm	LF	851.58	Y		

FF152	(OL-66-15.6) - UV Liner - 66" x 15.6mm	LF	922.15	Y		
FF153	(OL-72-13.2) - UV Liner - 72" x 13.2mm	LF	1036.03	Y		
FF154	(OL-72-14.4) - UV Liner - 72" x 14.4mm	LF	1130.19	Y		
FF155	(OL-72-15.6) - UV Liner - 72" x 15.6mm	LF	1224.36	Y		
FF156	QuadCure Liner - 2" X 3.5mm	LF	29.25	Y		
FF157	QuadCure Liner - 3" X 3.5mm	LF	32.50	Y		
FF158	QuadCure Liner - 4" X 3.5mm	LF	37.05	Y		
FF159	QuadCure Liner - 5" X 3.5mm	LF	44.20	Y		
FF160	QuadCure Liner - 6" X 3.5mm	LF	51.35	Y		
FF161	QuadCure Liner - 8" X 3.5mm	LF	57.53	Y		
FF162	QC CalTube - 2"	LF	5.20	Y		
FF163	QC CalTube - 3"	LF	5.85	Y		
FF164	QC CalTube - 4"	LF	6.50	Y		
FF165	QC CalTube - 5"	LF	7.80	Y		
FF166	QC CalTube - 6"	LF	8.45	Y		
FF167	QC CalTube - 8"	LF	10.40	Y		
FF168	(SS6) - 6" Safety Sleeve	EA	37.21	Y		
FF169	(SS8) - 8" Safety Sleeve	EA	37.21	Y		
FF170	(SS9) - 9" Safety Sleeve	EA	42.03	Y		
FF171	(SS10) - 10" Safety Sleeve	EA	42.03	Y		
FF172	(SS12) - 12" Safety Sleeve	EA	47.95	Y		
FF173	(SS14) - 14" Safety Sleeve	EA	51.52	Y		
FF174	(SS15) - 15" Safety Sleeve	EA	62.58	Y		
FF175	(SS16) - 16" Safety Sleeve	EA	63.57	Y		
FF176	(SS18) - 18" Safety Sleeve	EA	60.21	Y		
FF177	(SS20) - 20" Safety Sleeve	EA	67.14	Y		
FF178	(SS21) - 21" Safety Sleeve	EA	68.11	Y		
FF179	(SS24) - 24" Safety Sleeve	EA	71.16	Y		
FF180	(SS27) - 27" Safety Sleeve	EA	78.25	Y		
FF181	(SS30) - 30" Safety Sleeve	EA	79.38	Y		
FF182	(SS32) - 32" Safety Sleeve	EA	82.75	Y		
FF183	(SS34) - 34" Safety Sleeve	EA	94.30	Y		
FF184	(SS36) - 36" Safety Sleeve	EA	104.33	Y		
FF185	(SS38) - 38" Safety Sleeve	EA	108.71	Y		
FF186	(SS40) - 40" Safety Sleeve	EA	112.55	Y		
FF187	(SS42) - 42" Safety Sleeve	EA	115.92	Y		
FF188	(SS44) - 44" Safety Sleeve	EA	117.53	Y		
FF189	(SS46) - 46" Safety Sleeve	EA	122.36	Y		
FF190	(SS48) - 48" Safety Sleeve	EA	125.58	Y		
FF191	(SS54) - 54" Safety Sleeve	EA	220.11	Y		
FF192	(SS60) - 60" Safety Sleeve	EA	244.58	Y		
FF193	(SS63) - 63" Safety Sleeve	EA	254.38	Y		
FF194	(SS66) - 66" Safety Sleeve	EA	280.78	Y		
FF195	(SS72) - 72" Safety Sleeve	EA	288.83	Y		
FF196	(GF6) - 6" Glide Film - 1125' per roll	RL	429.94	Y		
FF197	(GF8) - 8" Glide Film - 1100' per roll	RL	441.00	Y		
FF198	(GF10) - 10" Glide Film - 1500' per roll	RL	1197.00	Y		
FF199	(GF12) - 12" Glide Film - 1100' per roll	RL	1001.00	Y		
FF200	(GF15) - 15" Glide Film - 1500' per roll	RL	1596.00	Y		
FF201	(GF18) - 18" Glide Film - 1125' per roll	RL	1338.75	Y		
FF202	(GF24) - 24" Glide Film - 1100' per roll	RL	1432.20	Y		
FF203	(GF30) - 30" Glide Film - 1100' per roll	RL	1478.40	Y		
FF204	(GF36) - 36" Glide Film - 1100' per roll	RL	1493.80	Y		
FF205	(GF48) - 48" Glide Film - 1100' per roll	RL	1740.20	Y		
FF206	(GF60) - 60" Glide Film - 1125' per roll	RL	2504.25	Y		
FF207	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	833.00	Y		
FF208	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	1071.00	Y		
FF209	(CRATEJUMBO) - 24" - 28" Liner - UV Shipping Crate	EA	1500.00	Y		
FF210	UV Truck Build - Hurricane System 6" - 48"	EA	1750000.00	Y		
FF211	UV Truck Build UV8000 System 6" - 48"	EA	1500000.00	Y		
FF212	UV Rental Truck	WK	15000.00	Y		

To:	City of Cocoa	**Contact:**	Kunal Nayee, PE
Address:	65 Stone Street	**Phone:**	(321) 433-8633
		Email:	knayee@carollo.com
Project Name:	FL - Cocoa - Cocoa FY24 MH Lining	**Bid Number:**	2433281
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	7/26/2024

Proposal figured Using HGAC Contract #TP07-18

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A - Base Bid					
G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	567.90	VF	$350.00	$198,765.00
P14	Travel And Mobilization - Florida	1.00	EACH	$4,500.00	$4,500.00
		Total Price for above A - Base Bid Items:			**$203,265.00**
B - Bill As Needed					
B17	Infiltration Control- Chemical Grout - Billed As Needed	1.00	GAL	$150.00	$150.00
G24	Rebuild Bench And Invert - Billed As Needed	99.00	EACH	$550.00	$54,450.00
G32	New Manhole Frame And Cover-24" - Billed As Needed	0.00	EACH	$1,200.00	$0.00
O1	Single Lane Closure (per Setup) - Billed As Needed	7.00	EACH	$1,850.00	$12,950.00
O8	Flagmen - (Per Flagger) - Billed As Needed	121.00	HR	$45.00	$5,445.00
		Total Price for above B - Bill As Needed Items:			**$72,995.00**

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Four items are to establish unit pricing. They will be charged on as needed basis
- Owner / Contractor will provide access to each and every manhole
- Vacuum, hydrostatic, holiday/spark testing are not included in this bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- Proposal does not include any manhole ring and cover adjustments or raising / lowering. Proposal does not include installing of any inflow dish and chimney seals.
- Our manhole rehab is figured utilizing flow through plugs. Any dewatering and or bypass pumping will be provided by Owner / Contractor (if necessary). Please note, in order to install our plugs and divert the flow on force mains we assume the incoming lines are protruding at least 3" into the manhole which will allow us to attach Fernco type coupling systems. If additional bypass, dewatering, or flow control is needed it will be provided by Others.
- If any of these manholes are located in easements, the Owner / Contractors will have to provide site access improvements including (but not limited to) clearing of any trees, shrubs, fence, sheds, vegetation etc. to provide an unobstructed access for our work. This also includes coordinating site access permissions with the property owners and the City. We are able to complete our work if our trucks can be staged within 150' from both the upstream and downstream manholes. If certain site conditions restrict this and require us to stage greater than 150', then our trucks will require a road to drive the equipment to each manhole and it needs to be somewhat of level. Therefore it may be required for the owner to install a temporary easement access road by installing rock / road base, installing culverts, matting etc to aid in creek crossings or wet areas. The install and removal of these site improvements will be provided by Others.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Vortex Services LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com

RESOLUTION NO. 2024-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of December, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2025 - 009IFT

SELECT ADJUSTMENT TYPE: Interfund Transfer | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 11/14/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 26,260	424-0000-381.91-21		IFT from 421 to 424			$ 26,260	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 26,260	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 26,260)	421-4125-536.46-00		Repairs and Maintenance			($ 26,260)	
$ 26,260	421-4010-581.91-24		IFT from 421 to 424			$ 26,260	
$ 26,260	424-4125-536.63-00	WS19MH	Infrastructure			$ 26,260	
						$ 0	
						$ 0	
						$ 0	
$ 26,260	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer $26,260 for the required manhole lining. Staff budgeted $250,000.00 in FY2025, and the proposal amount from Vortex is $276,260. Funding to come from water/sewer and the renewal & replace fund. Agenda 24-659.

City Council Approval Needed? Yes. (●) No. ( ) DATE APPROVED: 12/10/24 RESOLUTION #: 2024-111

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Melinda Keesee — Digitally signed by Melinda Keesee Date: 2024.11.14 11:27:04 -05'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov Date: 2024.11.20 08:38:05 -05'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2024.11.15 13:17:57 -05'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell Date: 2024.11.26 08:09:49 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-670	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	11/19/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DMD COI GL Exp 6-26-25.pdf DMD Consultants, Inc. Estimate No. 1003.pdf JEA Contract No. 189884 June 10 2020 through June 11 2025.pdf SIGNED E-Verify Contractor Affidavit .pdf FULLY EXECUTED Standard Form for Piggyback Contract No. 189884.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 14, 2024
Agenda Date:	December 10, 2024
Prepared By:	Melinda M. Keesee, Field Operations Technician
Through:	Donnie Howard, Field Operations Manager
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025

BACKGROUND:

Our system currently has over 7,000 hydrants, and Water Field Operations has identified 934 hydrants that require maintenance, which includes servicing, abrasive blasting, painting, and inspection.

On February 28, 2023, City Council approved participation in a multi-year cooperative purchase agreement with DMD Consultants, Inc. for servicing, abrasive blasting, painting, and inspection of hydrants utilizing the JEA contract number 189884 effective June 10, 2020 through June 11, 2025. City Council authorized the City Manager to execute any annual renewal amendments under the original contract.

At this time, staff recommends approval of the continued use of the JEA contract with DMD

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Consultants, Inc. to perform hydrant servicing, abrasive blasting, painting, and inspection, and to authorize a budgeted expenditure for these services not to exceed $108,344.00 in FY2025. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval if required.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$108,344.00
Account Number	421-4025-536.46-00, WS08HY
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

On February 28, 2003, City Council approved participation in a multi-year cooperative purchase agreement with DMD Consultants, Inc. for servicing, abrasive blasting, painting, and inspection of a select number of hydrants utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; City Council authorized the City Manager to execute any annual renewal amendments under the original contract.

RECOMMENDED MOTION:

Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

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

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

PRODUCER	CONTACT NAME: Sandy Vallie	
Vallie Insurance 822 Tusculum Blvd Greeneville TN 37745	PHONE (A/C, No, Ext): (423)636-3743	FAX (A/C, No): (423)636-0224
	E-MAIL ADDRESS: office@vallieinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Assurance Company	000000
INSURED DMD Consultants 4850 Pates Hill Road Mosheim TN 37818	INSURER B : BERKLEY	00000
	INSURER C : progressive	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VUMA0317861	06/26/2024	06/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			05376244	08/17/2024	02/17/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1000000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BNET790804279	10/03/2024	10/03/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CITY OF COCOA IS ADDITIONALLY INSURED IN REGARDS TO GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF COCOA
351 SHEARER BLVD
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

K Malone

Fax: Email:MKEESEE@COCOAFL.ORG

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ESTIMATE

DMD Consultants Inc
4850 pates hill rd
Mosheim, TN 37818

dmdconsultantsinc@gmail.com

Bill to
City of Cocoa

Ship to
City of Cocoa

Estimate details
Estimate no.: 1003
Estimate date: 11/05/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services**	Service fire hydrants	934	$44.00	$41,096.00
2.		**Services**	Sandblast prime and paint fire hydrants	934	$72.00	$67,248.00
3.		**Services**	This proposal is per JEA contract No. 189884		$0.00	$0.00

Total **$108,344.00**

Note to customer

Thank you for your business.

Accepted date **Accepted by**

CONTRACT
BETWEEN
JEA
AND
DMD CONSULTANTS, INC.
JEA CONTRACT # 189884

THIS CONTRACT is made and entered into as of the 11th day of June, 2020 (the "**Effective Date**") by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida ("**JEA**"), and **D M D CONSULTANTS, INC.,** a Florida corporation with its principal address at 11020 81st Court N., Palm Beach Gardens, Florida 33412 (the "**Company**").

WHEREAS, JEA issued Solicitation #017-20 for Participation in an Invitation to Negotiate for JEA Routine Hydrant Maintenance, as amended by Addendum Number One dated March 13, 2020, Addendum Number Two dated March 16, 2020, Addendum Number Three dated March 20, 2020, and Addendum Number Four dated April 7, 2020 (the "**ITN**"); and

WHEREAS, based on Company's response to the ITN (the "**Response**") and Company's Best and Final Offer attached to this Contract as **Exhibit A** (the "**BAFO**"), on May 7, 2020, JEA's Awards Committee awarded a contract to Company to provide the services described in the ITN (the "**Work**");

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. Recitals and Defined Terms. The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the ITN.

2. Engagement and Performance of Work. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

3. Compensation. JEA shall pay the Company for the Work using the Unit Prices submitted by Company in the BAFO and in accordance with the terms of the ITN.

4. Maximum Indebtedness. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed NINE HUNDRED THOUSAND DOLLARS ($900,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

5. Term. The term of this Contract shall commence on the Effective Date and shall continue for five (5) years, unless sooner terminated in accordance with the terms of the ITN. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. **Contract Documents**. This Contract consists of the Contract Documents as defined in the ITN, which documents are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have the order of precedence set forth in the ITN.

7. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Bryan Spell, Manager, W/WW Grid Preventative Maintenance

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

D M D Consultants Inc.
11020 81st Court N.
Palm Beach Gardens, Florida 33412
Attn: David Durra

8. **Authority**. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

11. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA

Maurice Scarboro
Witness

By: 06/11/2020
Jenny McCollum
Director, Procurement Services

D M D CONSULTANTS INC.

Jamie L. Duncan
Witness

By:
Print Name: David Durrua
Title: Director

Form Approved:
Office of General Counsel

GC-#1367907-v1-JEA_Contract_DMD_Consultants.docx

Exhibit A

Addendum 4 Appendix B - Response Form
017-20 JEA Routine Hydrant Maintenance

Submit in an email to kinggd@jea.com.

Company Name: DMD Consultants inc.

Company's Address:

License Number:

Phone Number: 561 441 7405 FAX No: Email Address: DMD@DMDConsultants.net

BID SECURITY REQUIREMENTS

None required

Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT

One Time Purchase

Annual Requirements

Other, Specify – 5 years with two (2) one year renewals

Completion

SAMPLE REQUIREMENTS

None required

Samples required prior to Bid Opening
Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

None required

Bond required

QUANTITIES

Quantities indicated are exacting

Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
1% 20, net 30
2% 10, net 30 X
Other ____
None Offered

ENTER YOUR RESPONSE FOR SOLICITATION 017-20	TOTAL RESPONSE PRICE
Total Response Price for the Project (enter total from cell G7 in the Response Workbook)	$149,200.00

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation

017-20 JEA Routine Hydrant Maintenance BAFO						
PART	**ITEM**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
1	1	Hydrants Serviced, Painted, and Inspected	2,500	each	44.00	$0.00
1	2	Hydrant Serviced, Inspected, Not Painted	350	each	30.00	$0.00
1	3	Hydrant Inspected - found out of service (not serviced or painted)	350	each	10.00	$0.00
1	4	Abrasive Blasting	350	each	72.00	$0.00
Total Bid Price						$0.00

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent Date 4/17/20

1 through 4

Printed Name and Title David Durrva Director

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that DMD Consultants [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 DMD [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David Durrua

Date: 2-3-2023

~~STATE OF FLORIDA~~ TN

COUNTY OF Greene

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd (date) by David Durrua (name of officer or agent, title of officer or agent) of DMD Consultant (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 Personally Known (type of identification) as identification.

Lori A Fannon

[Notary Seal] Notary Public

Lori A Fannon

Name typed, printed or stamped

My Commission Expires: 9-23-2026

LORI A. FANNON
STATE OF TENNESSEE NOTARY PUBLIC
GREENE COUNTY

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with DMD Consultants, Inc., 11020 81st Court N., Palm Beach, FL 33412 (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 JEA – City of Jacksonville-FL, said contract being identified as: Routine Hydrant Maintenance, Contract No. 189884. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Routine Hydrant Maintenance (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

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 DMD Consultants Inc. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/11/2025, with option for up to two (2) additional terms of one (1) year each.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 - 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

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 and 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:

DMD Consultants, Inc.
Attn: David Durra
11020 81st Court N.
Palm Beach Gardens, FL 33412
561-441-7405
DMD@DMDConsultants.net

DMD Consultants Inc.

Entered this 28th day of February, 2023

David Durrua

(Print Name / Title)

(Signature)

2-3-2023

(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: 02/28/2023

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

SEAL

Legislation Details (With Text)

File #:	24-696	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	12/2/2024		**In control:**	City Council	
On agenda:	12/10/2024		**Final action:**		
Title:	Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of $167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of $7,790 From Stormwater Fund Contingency. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Standard Form for Piggyback Contract No 23-07-MCA-ILS.pdf 110624 - Inliner CIPP Quote - $167,790.pdf BID 23-07 Unit Pricing Bid Tab.PDF St. Augustine Beach MCA 23-07 ILS_InlinerSolns - Executed -FINAL (1).pdf Bid 23-07 Bid Document.PDF BID 23-07 Bid Tab.PDF Addendum No. 1.PDF COI.pdf Commission Approved Award Recommendation.PDF Everify - Memo of Understanding .pdf Inliner Solutions, LLC SUBMITTAL.PDF PERMISSION Inliner_Bid 23-07_Cocoa_executed.pdf SIGNED E-Verify Contractor Affidavit.pdf BAF 25-013-T-PW-Cured in Place Pipe Lining (12-10-24) Agenda 24-696-FY25.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2024
Agenda Date: December 10, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manager
Through: Abigail Morgan, P.E. - Public Works Director/City Engineer
Requested Action:
Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of $167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of $7,790 From Stormwater Fund Contingency.

BACKGROUND:

The City's drainage system is comprised of inlets, curbs, concrete and metal pipes, as well as open swales and ditches. Due to material interactions and soil conditions, over time metal pipe corrodes to the point that the pipe allows soil to enter the pipe, impeding stormwater flows. This can cause potential flooding and create subsidence issues.

The Cured-In-Place Pipe Lining process is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. This technique allows the pipe to be repaired without excavation for replacement, thus minimizing disruptions to residents and traffic.

Funds were budgeted in Fiscal Year 2025. Some contingency funds are required to cover the shortfall and a BAF is being requested.

For future fiscal years, as this is an ongoing program to continually rehabilitate the City's stormwater infrastructure Staff also requests that City Council authorize the City manager to issue purchase orders through Fiscal Year 2027 with optional annual renewals through Fiscal Year 2029 up to the approved adopted budget amount in each year.

STRATEGIC PLAN CONNECTION:

Objective 6.1.2: Maintenance and Operation of Public Stormwater Facilities. The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.

BUDGETARY IMPACT:

FY 2025	
Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes

FY25 Budget $160,000

Amount Requested	($7,790)
Account Number	_423-3570-538.39-00
Account Name	_Contingency

Amount Requested	$7,790
Account Number	_423-3570-538.63-00 SW08PL
Account Name	_Infrastructure

Total Budget for FY25 $167,790

FYs 2026-2029

Amount Requested	As Approved in Each Years Adopted Budget/CIP
Account Number	_423-3570-538.63-00 SW08PL
Account Name	_Infrastructure

PREVIOUS ACTION:

On November 14, 2023, Council approved the fiscal year 2024 cured in place stormwater pipe lining.

RECOMMENDED MOTION:

Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of $167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of $7,790 From Stormwater Fund Contingency.

powered by Legistar™

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with City of ST. Augustine Beach, FL, said contract being identified as: Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services, Contract No. ITB 23-07-MCA-ILS**.** (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: City of ST Augustine Beach = City of Cocoa; City of ST Augustine Beach Code = Code of the City of Cocoa. Further, references to specifically identified City of ST Augustine Beach Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Inliner Solutions, LLC. The term of said agreement shall be for the period effective date of signature through 01/03/2027. Upon the mutual written consent of both parties, the Agreement may be renewed for one (1) additional term of two (2) years, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2025 through 2027 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss

Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp,

to verify the work authorization status of all employees hired on and after January 1, 2021. The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

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

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

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

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

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

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

For Vendor	For City
Inliner Solutions, LLC Attn: ~~Daniel Banken, Reginal VP~~ Richard Herrmann 2531 Jewett Lane Sanford, FL 32771 Phone: ~~407-472-0014~~ 216-316-9986 Email: ~~Daniel.banken@puriscorp.com~~ richard.herrmann@puriscorp.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

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

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

INLINER SOLUTIONS, LLC



12/2/2024

Signature Date

Thomas Gottsegen, CLO / Assistant Secretary

Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

Inliner Solutions, LLC
2531 Jewett Ln. Sanford, FL 32771

INLINER SOLUTIONS PROPOSAL

November 6, 2024

City of Cocoa
Attn: Robert Mruico
65 Stone Street
Cocoa, FL 32922

LOCATION/PROJECT NAME: S. Wilson Ave.

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
A-5. 48" - 72" Diameter Light Cleaning and CCTV Inspection	230	LF	$ 26.00	$ 5,980.00
A-129. 60" Diameter CIPP Liner 22.5 MM Thickness	230	LF	$ 497.00	$ 114,310.00
A-130. 60" Diameter CIPP Liner Charge for each 1.5mm after 22.5 MM	1,610	LF	$ 24.00	$ 38,640.00
C-10. 36" Diameter By-Pass Pumping & Dewatering	230	LF	$ 32.00	$ 7,360.00
C-11. Traffic Control MOT Index 601 or 602	6	DAY	$ 250.00	$ 1,500.00
			TOTAL	**$167,790.00**

ALL WORK TO BE DONE PER THE ST. AUGUSTINE BEACH 23-07-MCA-ILS CONTRACT SPECIFICATIONS

Additional Notes:

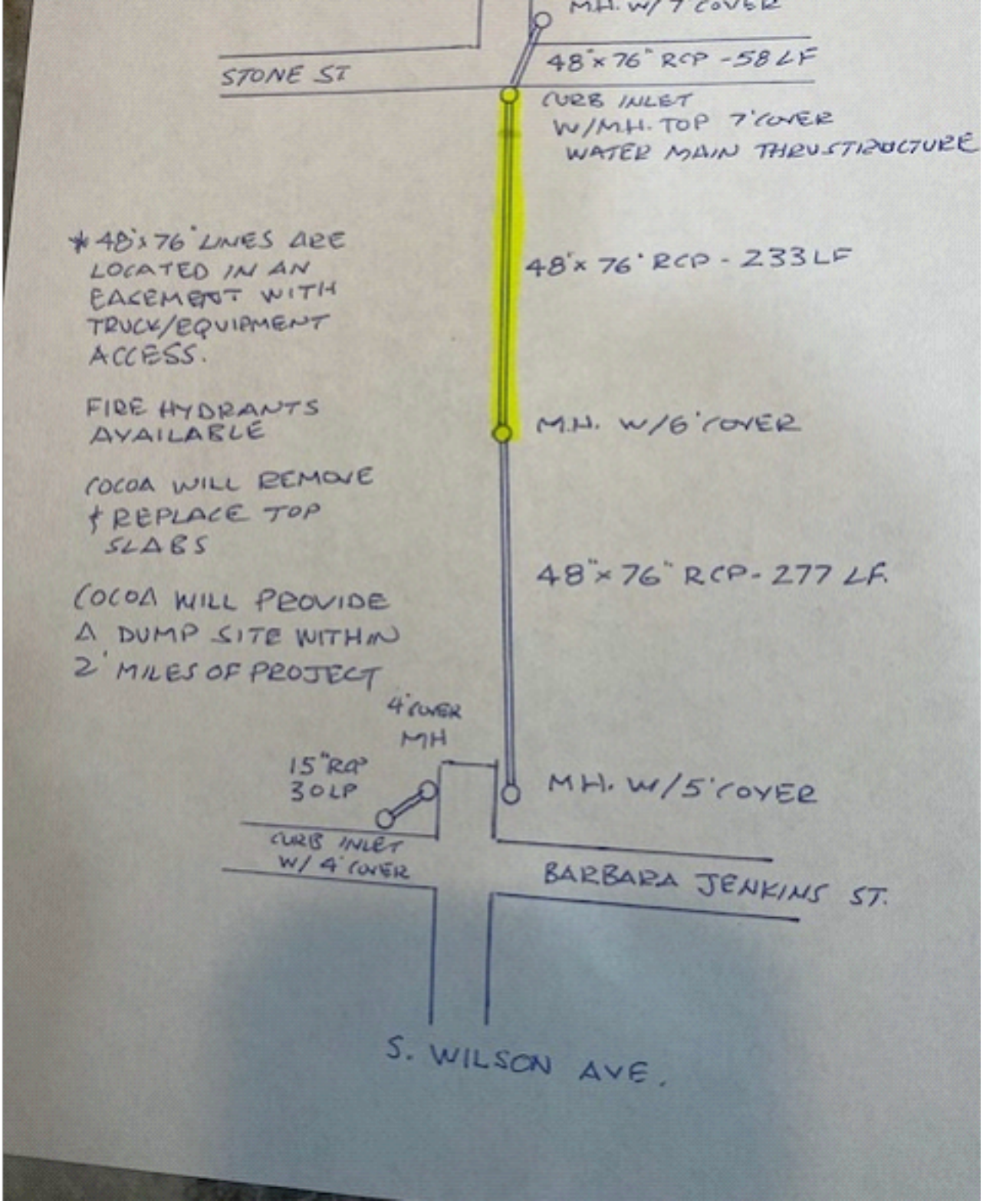
1. Proposal is good for 30 Days
2. The lining in this proposal includes (Light/Heavy) Cleaning
3. CIPP rehabilitation to be completed per ASTM 1216 standards utilizing water or air inversion & water or steam curing methods.
4. Proposal includes costs for one mobilization if listed above. Additional mobilizations could result in additional charges.
5. Reinstatement of service laterals is via internal robotic cutter only (if required).
6. This quote includes up to (1) 4" trash pump & 400' of lay flat discharge hose to bypass normal flow conditions within the Inliner Solutions, LLC work-zone. Any additional equipment will be priced separately or provided by Others.
7. If pipes are deemed by Inliner Solutions, LLC to be unlineable, they will be removed from the scope.
8. Top slab to be removed by others.

Inliner Solutions, LLC appreciates the opportunity of submitting our proposal for the above referenced project. If you have any questions, please feel free to contact our office.

Sincerely,

Richard Herrmann, Area Director

Acceptance Signature **Date**


M.H. W/ 7' COVER
48"x76" RCP -58 LF
STONE ST
CURB INLET
W/M.H. TOP 7' COVER
WATER MAIN THRUST STRUCTURE
* 48"x76" LINES ARE LOCATED IN AN EASEMENT WITH TRUCK/EQUIPMENT ACCESS.
48"x76" RCP - 233 LF
FIRE HYDRANTS AVAILABLE
M.H. W/6' COVER
COCOA WILL REMOVE & REPLACE TOP SLABS
48"x76" RCP - 277 LF.
COCOA WILL PROVIDE A DUMP SITE WITHIN 2' MILES OF PROJECT
4' COVER MH
15" RCP 30 LP
M.H. W/5' COVER
CURB INLET W/ 4' COVER
BARBARA JENKINS ST.
S. WILSON AVE.

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
A. CURED-IN-PLACE PIPE (CIPP)							
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection							
Item	**Description**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**
	Light Cleaning and CCTV Inspection						
A-1	8" - 12" diameter	LF	$ 4.00	$ 3.00	$ 3.35	$ 5.25	$ 5.00
A-2	14" - 18 " diameter	LF	$ 6.00	$ 4.00	$ 4.55	$ 6.25	$ 6.00
A-3	20" - 24" diameter	LF	$ 8.00	$ 5.00	$ 5.80	$ 6.75	$ 10.00
A-4	27" - 42" diameter	LF	$ 10.00	$ 10.00	$ 14.85	$ 11.00	$ 14.00
A-5	48" - 72" diameter	LF	$ 15.00	$ 26.00	$ 32.05	$ 19.00	$ 17.00
	Medium Cleaning and CCTV Inspection						
A-6	8" - 12" diameter	LF	$ 4.00	$ 3.00	$ 3.35	$ 6.25	$ 10.00
A-7	14" - 18" diameter	LF	$ 6.00	$ 4.00	$ 4.55	$ 8.25	$ 15.00
A-8	20" - 24" diameter	LF	$ 10.00	$ 6.00	$ 5.80	$ 9.25	$ 22.00
A-9	27" - 42" diameter	LF	$ 12.00	$ 13.00	$ 14.85	$ 12.75	$ 27.00
A-10	48" - 72" diameter	LF	$ 24.00	$ 35.00	$ 32.05	$ 20.25	$ 35.00
	Heavy Cleaning and CCTV Inspection						
A-11	8" - 12 " diameter	LF	$ 9.00	$ 4.00	$ 5.65	$ 6.75	$ 15.00
A-12	14" - 18" diameter	LF	$ 9.00	$ 5.00	$ 6.50	$ 11.00	$ 22.50
A-13	20" - 24" diameter	LF	$ 15.00	$ 8.00	$ 7.30	$ 12.75	$ 40.00
A-14	27" - 42" diameter	LF	$ 18.00	$ 26.00	$ 15.65	$ 18.50	$ 55.00
A-15	48" - 72" diameter	LF	$ 45.00	$ 53.00	$ 41.70	$ 30.75	$ 95.00
	Root Removal and CCTV Inspection						
A-16	8" - 12" diameter	LF	$ 9.00	$ 13.00	$ 5.65	NO BID	$ 10.00
A-17	14" - 18" diameter	LF	$ 9.00	$ 16.00	$ 6.50	NO BID	$ 15.00
A-18	20" - 24" diameter	LF	$ 15.00	$ 20.00	$ 7.30	NO BID	$ 20.00
A-19	27" - 42" diameter	LF	$ 18.00	$ 26.00	$ 15.65	NO BID	$ 25.00
A-20	48" - 72" diameter	LF	$ 60.00	$ 39.00	$ 41.70	NO BID	$ 30.00

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	Tuberculation Cleaning and CCTV Inspection						
A-21	8" - 12" diameter	LF	$ 15.00	$ 79.00	$ 7.80	NO BID	$ 35.00
A-22	14" - 18" diameter	LF	$ 18.00	$ 98.00	$ 8.85	NO BID	$ 50.00
A-23	20" - 24" diameter	LF	$ 24.00	$ 131.00	$ 10.00	NO BID	$ 75.00
A-24	27" - 42" diameter	LF	$ 30.00	$ 196.00	$ 18.30	NO BID	$ 100.00
A-25	48" - 72" diameter	LF	$ 45.00	$ 393.00	$ 43.85	NO BID	$ 150.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
	8" diameter CIPP Liner						
A-26	6.0 mm normal thickness (.236)	LF	$ 60.00	$ 45.00	$ 57.90	$ 45.00	$ 55.00
A-27	7.5 mm normal thickness (.295)	LF	$ 60.00	$ 48.00	$ 57.90	$ 47.50	$ 60.00
A-28	~~9.0 mm normal thickness (.354)~~	~~LF~~	~~$ 60.00~~	~~$~~	~~$~~	~~$ 51.00~~	
A-29	Sectional Liner, 8' long	EA	$ 5,000.00	$ 4,500.00	$ 4,576.20	$ 4,200.00	$ 3,850.00
	12" diameter CIPP Liner						
A-30	6.0 mm normal thickness (.236)	LF	$ 69.00	$ 55.00	$ 96.95	$ 50.50	$ 65.00
A-31	7.5 mm normal thickness (.295)	LF	$ 69.00	$ 60.00	$ 102.75	$ 60.00	$ 70.00
A-32	9.0 mm normal thickness (.354)	LF	$ 72.00	$ 65.00	$ 109.95	$ 64.00	$ 75.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$ 3.00	$ 6.00	$ 4.35	$ 3.00	$ 4.00
A-34	Sectional Liner, 8' long	EA	$ 7,500.00	$ 4,500.00	$ 5,411.85	$ 4,800.00	$ 4,800.00
	15" diameter CIPP Liner						
A-35	6.0 mm normal thickness (.236)	LF	$ 63.00	$ 65.00	$ 109.25	$ 68.00	$ 135.00
A-36	7.5 mm normal thickness (.295)	LF	$ 69.00	$ 71.00	$ 117.20	$ 72.00	$ 140.00
A-37	9.0 mm normal thickness (.354)	LF	$ 72.00	$ 77.00	$ 124.45	$ 77.00	$ 145.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$ 3.00	$ 6.00	$ 5.05	$ 3.00	$ 4.50
A-39	Sectional Liner, 8' long	EA	$ 7,500.00	$ 4,900.00	$ 5,889.40	$ 5,200.00	$ 5,600.00

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	18" diameter CIPP Liner						
A-40	6.0 mm normal thickness (.236)	LF	$ 85.00	$ 75.00	$ 123.35	$ 78.00	$ 150.00
A-41	7.5 mm normal thickness (.295)	LF	$ 88.00	$ 85.00	$ 133.10	$ 82.50	$ 157.00
A-42	9.0 mm normal thickness (.354)	LF	$ 96.00	$ 90.00	$ 142.55	$ 88.00	$ 165.00
A-43	10.5 mm normal thickness (.413)	LF	$ 99.00	$ 97.00	$ 151.95	$ 97.00	$ 170.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	$ 3.00	$ 7.00	$ 10.15	$ 3.50	$ 5.00
A-45	Sectional Liner, 8' long	EA	$ 9,000.00	$ 5,200.00	$ 6,366.90	$ 6,000.00	$ 6,500.00
	21" diameter CIPP Liner						
A-46	6.0 mm normal thickness (.236)	LF	$ 81.00	$ 87.00	$ 147.60	$ 97.00	$ 164.00
A-47	7.5 mm normal thickness (.295)	LF	$ 90.00	$ 96.00	$ 159.15	$ 98.00	$ 170.00
A-48	9.0 mm normal thickness (.354)	LF	$ 105.00	$ 105.00	$ 170.75	$ 106.50	$ 175.00
A-49	10.5 mm normal thickness (.413)	LF	$ 108.00	$ 112.00	$ 185.20	$ 111.00	$ 184.00
A-50	12.0 mm normal thickness (.472)	LF	$ 112.00	$ 119.00	$ 193.90	$ 119.50	$ 190.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	$ 5.00	$ 7.00	$ 8.70	$ 4.00	$ 5.50
A-52	Sectional Liner, 8' long	EA	$ 9,600.00	$ 6,500.00	$ 7,162.75	$ 7,000.00	No BID
	24" diameter CIPP Liner						
A-53	9.0 mm normal thickness (.354)	LF	$ 130.00	$ 112.00	$ 186.65	$ 116.00	$ 200.00
A-54	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 122.00	$ 202.60	$ 123.50	$ 210.00
A-55	12.0 mm normal thickness (.472)	LF	$ 140.00	$ 130.00	$ 212.70	$ 131.50	$ 217.00
A-56	13.5 mm normal thickness (.531)	LF	$ 142.00	$ 139.00	$ 225.75	$ 149.50	$ 224.00
A-57	15.0 mm normal thickness (.591)	LF	$ 145.00	$ 151.00	$ 240.20	$ 157.50	$ 238.00
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 8.00	$ 9.00	$ 10.15	$ 6.00	$ 6.00
A-59	Sectional Liner, 8' long	EA	$ 12,000.00	$ 6,500.00	$ 7,958.60	$ 7,800.00	No BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	27" diameter CIPP Liner						
A-60	9.0 mm normal thickness (.354)	LF	$ 130.00	$ 124.00	$ 202.60	$ 112.50	$ 210.00
A-61	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 136.00	$ 217.05	$ 113.00	$ 220.00
A-62	12.0 mm normal thickness (.472)	LF	$ 140.00	$ 145.00	$ 231.50	$ 127.00	$ 227.00
A-63	13.5 mm normal thickness (.531)	LF	$ 142.00	$ 155.00	$ 247.45	$ 138.00	$ 235.00
A-64	15.0 mm normal thickness (.591)	LF	$ 145.00	$ 168.00	$ 264.10	$ 150.25	$ 251.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 8.00	$ 10.00	$ 10.85	$ 7.00	$ 6.25
A-66	Sectional Liner, 8' long	EA	$ 12,000.00	$ 6,500.00	$ 8,754.50	$ 8,500.00	NO BID
	30" diameter CIPP Liner						
A-67	9.0 mm normal thickness (.354)	LF	$ 155.00	$ 138.00	$ 221.40	$ 150.50	$ 230.00
A-68	10.5 mm normal thickness (.413)	LF	$ 185.00	$ 147.00	$ 238.75	$ 157.50	$ 238.00
A-69	12.0 mm normal thickness (.472)	LF	$ 190.00	$ 157.00	$ 253.25	$ 161.00	$ 245.00
A-70	13.5 mm normal thickness (.531)	LF	$ 195.00	$ 168.00	$ 271.30	$ 163.00	$ 256.00
A-71	15.0 mm normal thickness (.591)	LF	$ 205.00	$ 184.00	$ 285.05	$ 199.00	$ 270.00
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 9.00	$ 10.00	$ 12.65	$ 7.50	$ 6.75
A-73	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,000.00	$ 9,948.30	$ 9,000.00	NO BID
	36" diameter CIPP Liner						
A-74	10.5 mm normal thickness (.413)	LF	$ 205.00	$ 172.00	$ 280.75	$ 167.50	$ 300.00
A-75	12.0 mm normal thickness (.472)	LF	$ 210.00	$ 184.00	$ 301.00	$ 169.00	$ 310.00
A-76	13.5 mm normal thickness (.531)	LF	$ 215.00	$ 199.00	$ 321.25	$ 180.50	$ 320.00
A-77	15.0 mm normal thickness (.591)	LF	$ 220.00	$ 217.00	$ 340.05	$ 196.00	$ 340.00
A-78	16.5 mm normal thickness (.650)	LF	$ 225.00	$ 228.00	$ 357.40	$ 212.00	$ 350.00
A-79	18.0 mm normal thickness (.709)	LF	$ 235.00	$ 243.00	$ 380.55	$ 228.00	$ 360.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 10.00	$ 12.00	$ 14.45	$ 9.00	$ 7.00
A-81	Sectional Liner, 8' long	EA	$ 15,000.00	$ 7,700.00	$ 11,142.07	$ 9,900.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	42" diameter CIPP Liner						
A-82	10.5 mm normal thickness (.413)	LF	$ 220.00	$ 204.00	$ 324.15	$ 210.75	$ 412.00
A-83	12.0 mm normal thickness (.472)	LF	$ 230.00	$ 216.00	$ 348.75	$ 212.00	$ 427.00
A-84	13.5 mm normal thickness (.531)	LF	$ 270.00	$ 233.00	$ 369.00	$ 221.25	$ 443.00
A-85	15.0 mm normal thickness (.591)	LF	$ 275.00	$ 255.00	$ 397.95	$ 233.50	$ 470.00
A-86	16.5 mm normal thickness (.650)	LF	$ 280.00	$ 269.00	$ 419.65	$ 244.50	$ 480.00
A-87	18.0 mm normal thickness (.709)	LF	$ 290.00	$ 287.00	$ 439.90	$ 261.00	$ 495.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 12.00	$ 14.00	$ 16.65	$ 10.00	$ 8.00
A-89	Sectional Liner, 8' long	EA	$ 15,000.00	$ 8,500.00	$ 11,937.94	$ 11,500.00	NO BID
	48" diameter CIPP Liner						
A-90	12.0 mm normal thickness (.472)	LF	$ 250.00	$ 247.00	$ 393.60	$ 268.50	$ 493.00
A-91	13.5 mm normal thickness (.531)	LF	$ 265.00	$ 267.00	$ 419.65	$ 279.50	$ 515.00
A-92	15.0 mm normal thickness (.591)	LF	$ 360.00	$ 292.00	$ 444.25	$ 293.50	$ 537.00
A-93	16.5 mm normal thickness (.650)	LF	$ 375.00	$ 306.00	$ 471.70	$ 308.00	$ 560.00
A-94	18 .0 mm normal thickness (.709)	LF	$ 400.00	$ 327.00	$ 494.90	$ 316.00	$ 575.00
A-95	19.5 mm normal thickness (.768)	LF	$ 410.00	$ 348.00	$ 529.60	$ 327.25	$ 595.00
A-96	21 .0 mm normal thickness (.827)	LF	$ 415.00	$ 363.00	$ 552.75	$ 335.00	$ 610.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 12.00	$ 17.00	$ 18.10	$ 11.00	$ 9.50
A-98	Sectional Liner, 8' long	EA	$ 18,000.00	$ 9,900.00	$ 12,733.80	$ 13,000.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	52" diameter CIPP Liner						
A-99	10.5 mm normal thickness (.413)	LF	$ 250.00	$ 267.00	$ 468.85	$ 320.00	$ 500.00
A-100	12.0 mm normal thickness (.472)	LF	$ 265.00	$ 282.00	$ 496.35	$ 325.00	$ 530.00
A-101	13.5 mm normal thickness (.531)	LF	$ 360.00	$ 303.00	$ 525.25	$ 325.00	$ 560.00
A-102	15.0 mm normal thickness (.591)	LF	$ 375.00	$ 331.00	$ 561.45	$ 330.00	$ 580.00
A-103	16.5 mm normal thickness (.650)	LF	$ 400.00	$ 348.00	$ 600.50	$ 335.00	$ 595.00
A-104	18.0 mm normal thickness (.709)	LF	$ 410.00	$ 371.00	$ 629.45	$ 345.00	$ 615.00
A-105	19.5 mm normal thickness (.768)	LF	$ 415.00	$ 394.00	$ 659.85	$ 355.00	$ 660.00
A-106	21.0 mm normal thickness (.827)	LF	$ 420.00	$ 412.00	$ 694.55	$ 365.00	$ 675.00
A-107	22.5 mm normal thickness (.886)	LF	$ 425.00	$ 441.00	$ 730.75	$ 375.00	$ 695.00
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 19.00	$ 21.00	$ 12.00	$ 11.00
A-109	Sectional Liner, 8' long	EA	$ 18,000.00	$ 11,900.00	$ 13,529.66	$ 17,000.00	NO BID
	54" diameter CIPP Liner						
A-110	10.5 mm normal thickness (.413)	LF	$ 265.00	$ 268.00	$ 468.85	$ 340.00	$ 750.00
A-111	12.0 mm normal thickness (.472)	LF	$ 275.00	$ 283.00	$ 496.35	$ 340.00	$ 795.00
A-112	13.5 mm normal thickness (.531)	LF	$ 290.00	$ 304.00	$ 525.25	$ 345.00	$ 820.00
A-113	15.0 mm normal thickness (.591)	LF	$ 380.00	$ 332.00	$ 561.45	$ 355.00	$ 845.00
A-114	16.5 mm normal thickness (.650)	LF	$ 390.00	$ 349.00	$ 600.50	$ 375.00	$ 860.00
A-115	18.0 mm normal thickness (.709)	LF	$ 405.00	$ 372.00	$ 629.45	$ 380.00	$ 890.00
A-116	19.5 mm normal thickness (.768)	LF	$ 415.00	$ 395.00	$ 659.85	$ 390.00	$ 940.00
A-117	21.0 mm normal thickness (.827)	LF	$ 425.00	$ 413.00	$ 694.55	$ 405.00	$ 960.00
A-118	22.5 mm normal thickness (.886)	LF	$ 430.00	$ 442.00	$ 730.75	$ 425.00	$ 995.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 12.00	$ 19.00	$ 21.00	$ 13.00	$ 13.50
A-120	Sectional Liner, 8' long	EA	$ 18,000.00	$ 11,900.00	$ 15,121.38	$ 18,500.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	60" diameter CIPP Liner						
A-121	10.5 mm normal thickness (.413)	LF	$ 450.00	$ 305.00	$ 565.80	$ 430.00	$ 850.00
A-122	12.0 mm normal thickness (.472)	LF	$ 480.00	$ 336.00	$ 596.15	$ 440.00	$ 910.00
A-123	13.5 mm normal thickness (.531)	LF	$ 490.00	$ 349.00	$ 630.90	$ 455.00	$ 940.00
A-124	15.0 mm normal thickness (.591)	LF	$ 500.00	$ 379.00	$ 662.75	$ 475.00	$ 965.00
A-125	16.5 mm normal thickness (.650)	LF	$ 530.00	$ 399.00	$ 693.10	$ 490.00	$ 985.00
A-126	18.0 mm normal thickness (.709)	LF	$ 575.00	$ 425.00	$ 727.15	$ 510.00	$ 1,015.00
A-127	19.5 mm normal thickness (.768)	LF	$ 600.00	$ 451.00	$ 764.05	$ 525.00	$ 1,070.00
A-128	21.0 mm normal thickness (.827)	LF	$ 615.00	$ 466.00	$ 802.35	$ 550.00	$ 1,095.00
A-129	22.5 mm normal thickness (.886)	LF	$ 630.00	$ 497.00	$ 838.55	$ 570.00	$ 1,130.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 24.00	$ 34.70	$ 14.00	$ 16.50
A-131	Sectional Liner, 8' long	EA	$ 18,000.00	$ 13,000.00	$ 17,508.97	$ 20,000.00	NO BID
	72" diameter CIPP Liner						
A-132	10.5 mm normal thickness (.413)	LF	$ 550.00	$ 376.00	$ 814.65	$ 610.00	$ 1,485.00
A-133	12.0 mm normal thickness (.472)	LF	$ 575.00	$ 376.00	$ 824.80	$ 620.00	$ 1,550.00
A-134	13.5 mm normal thickness (.531)	LF	$ 590.00	$ 406.00	$ 869.65	$ 640.00	$ 1,560.00
A-135	15.0 mm normal thickness (.591)	LF	$ 610.00	$ 442.00	$ 915.95	$ 660.00	$ 1,590.00
A-136	16.5 mm normal thickness (.650)	LF	$ 800.00	$ 465.00	$ 959.35	$ 680.00	$ 1,615.00
A-137	18.0 mm normal thickness (.709)	LF	$ 820.00	$ 496.00	$ 1,008.55	$ 700.00	$ 1,640.00
A-138	19.5 mm normal thickness (.768)	LF	$ 830.00	$ 528.00	$ 1,057.75	$ 710.00	$ 1,680.00
A-139	21.0 mm normal thickness (.827)	LF	$ 835.00	$ 549.00	$ 1,107.00	$ 725.00	$ 1,710.00
A-140	22.5 mm normal thickness (.886)	LF	$ 845.00	$ 586.00	$ 1,148.95	$ 750.00	$ 1,740.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 27.00	$ 36.20	$ 16.00	$ 18.00
A-142	Sectional Liner, 8' long	EA	$ 21,000.00	$ 17,400.00	$ 21,488.28	$ 24,800.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(12" X 18") Elliptical CIPP Liner						
A-143	9.0 mm normal thickness (.354)	LF	$ 63.00	$ 71.00	$ 124.45	$ 77.00	$ 135.00
A-144	10.5 mm normal thickness (.413)	LF	$ 63.00	$ 78.00	$ 133.10	$ 85.00	$ 140.00
A-145	12.0 mm normal thickness (.472)	LF	$ 69.00	$ 82.00	$ 144.70	$ 95.00	$ 145.00
A-146	13.5 mm normal thickness (.531)	LF	$ 72.00	$ 88.00	$ 154.80	$ 105.00	$ 155.00
A-147	15.0 mm normal thickness (.591)	LF	$ 75.00	$ 95.00	$ 163.50	$ 115.00	$ 165.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 6.00	$ 9.40	$ 3.75	$ 3.00
A-149	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,400.00	$ 6,366.90	$ 5,900.00	NO BID
	(14" X 18") Elliptical CIPP Liner						
A-150	9.0 mm normal thickness (.354)	LF	$ 63.00	$ 86.00	$ 124.45	$ 80.00	$ 150.00
A-151	10.5 mm normal thickness (.413)	LF	$ 63.00	$ 93.00	$ 133.10	$ 90.00	$ 155.00
A-152	12.0 mm normal thickness (.472)	LF	$ 69.00	$ 99.00	$ 144.70	$ 95.00	$ 160.00
A-153	13.5 mm normal thickness (.531)	LF	$ 72.00	$ 106.00	$ 154.80	$ 105.00	$ 165.00
A-154	15.0 mm normal thickness (.591)	LF	$ 75.00	$ 114.00	$ 163.50	$ 115.00	$ 175.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 6.00	$ 9.40	$ 4.00	$ 3.50
A-156	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,400.00	$ 7,162.75	$ 6,800.00	NO BID
	(14" X 23") Elliptical CIPP Liner						
A-157	9.0 mm normal thickness (.354)	LF	$ 65.00	$ 90.00	$ 142.55	$ 90.00	$ 155.00
A-158	10.5 mm normal thickness (.413)	LF	$ 65.00	$ 97.00	$ 153.40	$ 100.00	$ 160.00
A-159	12.0 mm normal thickness (.472)	LF	$ 72.00	$ 103.00	$ 167.85	$ 105.00	$ 170.00
A-160	13.5 mm normal thickness (.531)	LF	$ 74.00	$ 110.00	$ 178.00	$ 110.00	$ 175.00
A-161	15.0 mm normal thickness (.591)	LF	$ 77.00	$ 117.00	$ 191.00	$ 120.00	$ 185.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 7.00	$ 9.40	$ 4.25	$ 4.00
A-163	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,700.00	$ 8,754.50	$ 6,800.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(19" X 30") Elliptical CIPP Liner						
A-164	9.0 mm normal thickness (.354)	LF	$ 135.00	$ 112.00	$ 186.65	$ 118.00	$ 200.00
A-165	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 122.00	$ 202.60	$ 125.00	$ 210.00
A-166	12.0 mm normal thickness (.472)	LF	$ 141.00	$ 130.00	$ 212.70	$ 135.00	$ 217.00
A-167	13.5 mm normal thickness (.531)	LF	$ 145.00	$ 139.00	$ 225.75	$ 150.00	$ 224.00
A-168	15.0 mm normal thickness (.591)	LF	$ 148.00	$ 151.00	$ 240.20	$ 165.00	$ 238.00
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 6.00	$ 9.00	$ 10.15	$ 6.00	$ 6.00
A-170	Sectional Liner, 8' long	EA	$ 12,000.00	$ 7,000.00	$ 9,550.35	$ 7,500.00	NO BID
	(24" X 38") Elliptical CIPP Liner						
A-171	10.5 mm normal thickness (.413)	LF	$ 180.00	$ 147.00	$ 238.75	$ 160.00	$ 240.00
A-172	12.0 mm normal thickness (.472)	LF	$ 185.00	$ 157.00	$ 253.25	$ 165.00	$ 245.00
A-173	13.5 mm normal thickness (.531)	LF	$ 190.00	$ 168.00	$ 271.30	$ 170.00	$ 256.00
A-174	15.0 mm normal thickness (.591)	LF	$ 195.00	$ 184.00	$ 285.05	$ 200.00	$ 270.00
A-175	16.5 mm normal thickness (.650)	LF	$ 205.00	$ 192.00	$ 302.40	$ 215.00	$ 280.00
A-176	18.0 mm normal thickness (.709)	LF	$ 210.00	$ 205.00	$ 319.80	$ 225.00	$ 290.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 9.00	$ 10.00	$ 11.60	$ 8.00	$ 6.75
A-178	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,000.00	$ 11,142.07	$ 9,000.00	NO BID
	(29" X 45") Elliptical CIPP Liner						
A-179	12.0 mm normal thickness (.472)	LF	$ 185.00	$ 186.00	$ 301.00	$ 180.00	$ 310.00
A-180	13.5 mm normal thickness (.531)	LF	$ 190.00	$ 200.00	$ 321.25	$ 185.00	$ 330.00
A-181	15.0 mm normal thickness (.591)	LF	$ 195.00	$ 218.00	$ 340.05	$ 199.00	$ 340.00
A-182	16.5 mm normal thickness (.650)	LF	$ 205.00	$ 230.00	$ 357.40	$ 215.00	$ 350.00
A-183	18 .0 mm normal thickness (.709)	LF	$ 210.00	$ 245.00	$ 380.55	$ 230.00	$ 360.00
A-184	19.5 mm normal thickness (.768)	LF	$ 215.00	$ 260.00	$ 399.55	$ 247.00	$ 375.00
A-185	21 .0 mm normal thickness (.827)	LF	$ 220.00	$ 272.00	$ 419.65	$ 260.00	$ 385.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 9.00	$ 12.00	$ 14.45	$ 9.00	$ 7.00
A-187	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,700.00	$ 12,733.80	$ 10,000.00	NO BID

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(38" X 60") Elliptical CIPP Liner						
A-188	12.0 mm normal thickness (.472)	LF	$ 265.00	$ 251.00	$ 496.35	$ 320.00	$ 515.00
A-189	13.5 mm normal thickness (.531)	LF	$ 280.00	$ 270.00	$ 525.25	$ 330.00	$ 537.00
A-190	15.0 mm normal thickness (.591)	LF	$ 360.00	$ 295.00	$ 561.45	$ 330.00	$ 560.00
A-191	16.5 mm normal thickness (.650)	LF	$ 375.00	$ 310.00	$ 600.50	$ 340.00	$ 575.00
A-192	18 .0 mm normal thickness (.709)	LF	$ 400.00	$ 330.00	$ 629.45	$ 350.00	$ 595.00
A-193	19.5 mm normal thickness (.768)	LF	$ 410.00	$ 351.00	$ 659.85	$ 365.00	$ 610.00
A-194	21 .0 mm normal thickness (.827)	LF	$ 415.00	$ 366.00	$ 694.55	$ 380.00	$ 630.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 12.00	$ 17.00	$ 20.60	$ 12.00	$ 9.50
A-196	Sectional Liner, 8' long	EA	$ 18,000.00	$ 9,900.00	$ 14,325.53	$ 14,500.00	NO BID
	(58" X 91") Elliptical CIPP Liner						
A-197	12.0 mm normal thickness (.472)	LF	$ 575.00	$ 409.00	$ 824.80	NO BID	$ 1,550.00
A-198	13.5 mm normal thickness (.531)	LF	$ 590.00	$ 442.00	$ 869.65	NO BID	$ 1,560.00
A-199	15.0 mm normal thickness (.591)	LF	$ 610.00	$ 483.00	$ 915.95	$ 665.00	$ 1,590.00
A-200	16.5 mm normal thickness (.650)	LF	$ 750.00	$ 507.00	$ 959.35	$ 690.00	$ 1,615.00
A-201	18 .0 mm normal thickness (.709)	LF	$ 775.00	$ 543.00	$ 1,008.55	$ 720.00	$ 1,640.00
A-202	19.5 mm normal thickness (.768)	LF	$ 800.00	$ 576.00	$ 1,057.75	$ 760.00	$ 1,680.00
A-203	21 .0 mm normal thickness (.827)	LF	$ 810.00	$ 602.00	$ 1,107.00	$ 790.00	$ 1,710.00
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 15.00	$ 34.00	$ 36.20	$ 16.00	$ 18.00
A-205	Sectional Liner, 8' long	EA	$ 21,000.00	$ 16,000.00	$ 17,508.97	$ 26,000.00	NO BID
A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)			**$ 337,526.00**	**$ 224,509.00**	**$ 305,219.07**	**$ 290,133.75**	**$ 95,832.75**

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
B. MANHOLE REHABILITATION							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
B-1	Chemical Grout Injection (Small)	TUBE	$ 400.00	$ 347.00	$ 253.25	NO BID	$ 220.00
B-2	Chemical Grout Injection (Large)	GAL	$ 700.00	$ 444.00	$ 87.55	NO BID	$ 750.00
B-3	Repair Wall w/ High Strength Mortar (Average 2” Depth)	SF	$ 35.00	$ 31.00	$ 39.00	NO BID	$ 45.00
B-4	Coat New Sanitary Sewer Manhole	SF	$ 32.00	$ 29.00	$ 31.85	NO BID	$ 65.00
B-5	Coat Existing Sanitary Sewer Manhole	SF	$ 35.00	$ 29.00	$ 38.20	NO BID	$ 65.00
B-6	Coat Existing Wetwell	SF	$ 40.00	$ 29.00	$ 38.20	NO BID	$ 65.00
B-7	Interior Manhole Coating/Lining Repair	SF	$ 65.00	$ 13.00	$ 46.15	NO BID	$ 125.00
B-8	Manhole Test	EA	$ 50.00	$ 20.00	$ 15.90	NO BID	$ 25.00
B-9	Concrete Adjustment Rings (0”-12")	EA	$ 3,500.00	$ 1,184.00	$ 119.40	NO BID	$ 50.00
B-10	Concrete Adjustment Rings (Each Additional 6” Over Initial 12")	VF	$ 1,800.00	$ 694.00	$ 238.75	NO BID	$ 750.00
B-11	Bench Replacement	EA	$ 600.00	$ 590.00	$ 716.30	NO BID	$ 950.00
B-12	Replace Frame & Cover (24”-30”)	EA	$ 2,900.00	$ 2,258.00	$ 1,551.95	NO BID	$ 2,800.00
B-13	Replace Frame & Cover (32”-36”)	EA	$ 3,400.00	$ 2,769.00	$ 2,069.25	NO BID	$ 3,200.00
B-14	Inside Drop System 4" - 8"	EA	$ 4,200.00	$ 2,439.00	No Bid	NO BID	$ 800.00
B-15	Inside Drop System 10" - 12"	EA	$ 6,200.00	$ 3,537.00	No Bid	NO BID	$ 1,000.00
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)			**$ 23,957.00**	**$ 14,413.00**	**$ 5,245.75**	**$ -**	**$ 10,910.00**

21-05 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
C. ANCILLARY SERVICES							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
	By-Pass Pumping & Dewatering						
C-1	8" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 5.00	$ 12.00
C-2	10" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 6.00	$ 20.00
C-3	12" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 7.00	$ 24.00
C-4	15" diameter	LF	$ 8.00	$ 2.00	$ 7.25	$ 8.00	$ 34.00
C-5	18" diameter	LF	$ 8.00	$ 5.00	$ 7.25	$ 9.00	$ 50.00
C-6	21" diameter	LF	$ 8.00	$ 5.00	$ 7.25	$ 10.00	$ 60.00
C-7	24" diameter	LF	$ 12.00	$ 8.00	$ 14.45	$ 12.00	$ 80.00
C-8	27" diameter	LF	$ 12.00	$ 11.00	$ 14.45	$ 14.00	$ 100.00
C-9	30" diameter	LF	$ 12.00	$ 16.00	$ 14.45	$ 16.00	$ 120.00
C-10	36" diameter	LF	$ 15.00	$ 32.00	$ 21.70	$ 18.00	$ 180.00
	Maintenance of Traffic (MOT)						
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	$ 300.00	$ 250.00	$ 723.50	$ 1,100.00	$ 1,500.00
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	$ 900.00	$ 1,250.00	$ 3,617.55	$ 1,500.00	$ 2,000.00
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	$ 1,200.00	$ 1,275.00	$ 3,617.55	$ 3,500.00	$ 3,000.00
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	$ 3,900.00	$ 3,200.00	$ 18,087.79	$ 4,200.00	$ 9,000.00
C-15	**Variable Message Board**	Week	$ 360.00	$ 534.00	$ 1,229.95	$ 125.00	$ 1,200.00
	C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)		**$ 6,750.00**	**$ 6,594.00**	**$ 27,384.89**	**$ 10,530.00**	**$ 17,380.00**
	Total Package Bid		**$ 368,233.00**	**$ 245,516.00**	**$ 337,849.71**	**$ 300,663.75**	**$ 124,122.75**

The Unit Prices above, if approved by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Attachments	~~Atlantic Pipe Services, LLC~~	Hinterland Group, Inc.	Inliner Solutions, LLC	~~Insituform Technologies, LLC~~	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
Bid Form	Y	Y	Y	Y	Y	Y	Y
Bid Bond $5K	Y	Y	Y	Y	Y	Y	Y
A - Unit Price Bid	Y	Y	Y	Y	Y	Y	Y
B - CSAB Affadavit	Y	Y	Y	Y	Y	Y	Y
C - Cert as to Corp Principal	Y	Y	Y	Y	Y	Y	Y
D - Contractor Quals Smt	Y	Y	Y	Y	Y	Y	Y
E - License/Certs	N	Y	Y	N	Y	Y	
State of FL Bus Lic	SunBiz L16000212104 Exp 06/2024	SunBiz P06000086423 Exp 05/01/24	SunBiz M02000001646 Exp 06/2024	SunBiz M12000000304 Exp 02/2024	SunBiz H40555 Exp 01/2024	SunBiz S75343 Exp 01/2024	SunBiz M19000001767 Exp 04/2024
CUC	CGC1525525 Exp 08/31/24	CUC1224634 Exp 08/31/24	CUC035777 Exp 08/31/24	CGC1510306 Exp 08/31/24	CUC056856 Exp 08/31/24	RU0066532 Exp 08/31/25	CUC 1224939 Exp 08/31/24
F - Conflict of Interest	Y	Y	Y	Y	Y	Y	Y
G - Drug Free Workplace	Y	Y	Y	Y	Y	Y	Y
H - Cert of Insurance	Y	Y	Y	Y	Y, CSAB named	Y	Y
I - Claims, Liens, Litigation	Y	Y	Y	Y	Y	Y	Y
J - Public Entity Crimes	Y	Y	Y	Y	Y	Y	Y
K - Non-Collusion	Y	Y	Y	Y	Y	Y	Y
L - E-Verify	Y	Y	Y	Y	Y	Y	Y
M - FL Trench Safety Act	Y	Y	Y	Y	Y	Y	Y
Addenda Acknowledgement	Y	Y	Y	Y	Y	N	Y

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CITY OF ST. AUGUSTINE BEACH
CITY COMMISSION

BID NO: 23-07

CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

BID DOCUMENTS
PROJECT SPECIFICATIONS

City of St. Augustine Beach
2200 A1A S
St. Augustine FL 32080
904-471-2122

FINAL: 10/11/2023

BID NO: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

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- "C" – Certificate as to Corporate Principal
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- "E" – License/Certification List
- "F" – Conflict of Interest Disclosure Form
- "G" – Drug-Free Workplace Form
- "H" – Proof of Insurance
- "I" – Claims, Liens, Litigation History
- "J" – Public Entity Crimes Statement
- "K" – Non-Collusion Certification
- "L" – E-Verify Affidavit
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Bid Bond

SPECIFICATIONS

END OF TABLE OF CONTENTS

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The City Commission of the City of St. Augustine Beach, Florida ("City")

PROJECT: BID NO.: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

DEFINITIONS

Whenever the following terms are utilized in the Bid Documents or Contract Documents, they shall have the following meaning:

Addendum (Addenda) Written or graphic instruments issued by the City prior to the time and date for receiving Bids that modify or interpret the Bid Documents by addition, deletion, clarification, or corrections.

Base Bid The portion of a submitted Bid that entails all specified aspects of the Work not otherwise separated into Alternates.

Bid A pricing proposal submitted to the City in response to the City's Invitation for Bids.

Bid Bond A good faith monetary commitment, usually five percent (5%) of the bid price, submitted with a Bid, which a bidder or surety forfeits to the City if the bidder refuses, or is unable to enter into a contract, or furnish the required bonds as provided in the Bid Documents.

Bidder A firm or individual who submits a Bid to the Owner for the work specified in the Bid Documents.

Bid Documents All documents pertaining to a Bid that provide the requirements, restrictions, instructions, specifications of the Work required by the Owner to be completed. The Bid Documents include but are not limited to the Advertisement/Notice to Bidders, Front End Bid Documents, Exhibits, Terms and Conditions, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract An agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

City City of St. Augustine Beach, a political subdivision of the State of Florida (F.S. 217.73)

Experience Modification Rate (EMR) Number used by insurance companies to gauge both past cost of injuries and future chances of risk.

Invitation for Bids (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Responsible Bidder A Bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid A bid, submitted by a Responsible Bidder conforming in all material respects to the Bid Documents.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A separate, third party that contracts with a Contractor to perform all or any part of the Contractor's obligations under an awarded Contract.

Unit Price An amount stated in the Bid as a price per unit of measurement for materials or services as specified in the Bid Documents, which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work associated with the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking their Bid, represents that they have read and understand the Bid Documents and the submitted Bid is made in accordance herewith: Bidder has visited the Site and is familiar with the local conditions under which the Work is to be performed; and the Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or City of St. Augustine Beach. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. City of St. Augustine Beach shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Suppliers shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Suppliers requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him/her at least **seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative less than **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) calendar days** prior to the date for receipt of Bids. Any proposed substitutions included in submitted Bids, which have not received approval in accordance with this section of the Bid Documents shall not receive consideration and shall be determined to be non- responsive to the requirements of the Bid Documents.

Each such request shall meet the requirements of the Bid Documents and include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance test data, and any other information necessary for an evaluation of the proposed substitution. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Project Manager or Department Head shall review any and all proposed substitutions and determine their acceptability. The Project Manager or Department Head's approval or disapproval of a proposed substitution shall be final.

If City Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The City's Designated Point of Contact for this Bid is Jason D. Sparks, P.E., Engineering Director, City of St. Augustine Beach. Any and all questions and/or inquiries shall be directed to Mr. Sparks, ***in writing***, via email to Mr. Sparks at jsparks@cityofsab.org. In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Ken Gatchell, Public Works Director at kgatchell@cityofsab.org.

Bidders shall not contact, lobby, or otherwise communicate with any City employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the Bid until

contract(s) are executed by all parties, Per City Purchasing Policy. According to City policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. The City of St. Augustine Beach reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of City of St. Augustine Beach. The City of St. Augustine Beach also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the City.

QUESTIONS

Any and all questions related to this solicitation shall be directed, ***in writing***, to the County's Designated Point of Contact as provided above, by or before **four o'clock (4:00PM EST / EDST)** on **Thursday, October 26, 2023,** so that any necessary addenda may be issued in a timely manner. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for bid submission in order to clarify or answer questions as necessary to serve the best interest of the City.

ADDENDA

Any and all clarifications, answers to questions, or changes to the bid documents shall be provided through a City issued Addendum, posted on www.demandstar.com alongside the Bid Documents. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Each Bidder is responsible for incorporating any and all issued Addenda into their submitted Bid. Bidders shall acknowledge receipt of all issued addenda in the space provided in the Official City Bid Form, and include a signed copy of each issued addendum in the submitted Bid. Failure to acknowledge all issued addenda may result in a Bid being deemed non-responsive to the requirements of the Bid Documents.

BID SUBMITTAL REQUIREMENTS

Bidders shall submit **one (1) original hard copy** on the required forms provided herein to and received by the City of St. Augustine by or before **ten o'clock (10:00AM EST / EDST) on Thursday, November 9, 2023**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders shall not include the Front End Bid Documents with their Bid. Bidders shall complete, sign and submit, at a minimum, the Official County Bid Forms, all required Attachments, and Addenda as provided herein.

Bids must be placed in a sealed envelope or container, addressed to St. Johns County Purchasing Division, and plainly marked with the Bidder's return address and "**Bid No: 23-07: Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services**"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

ATTN: City Clerk
City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at the location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement, or any time

extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

The Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

Bids may also be submitted via www.demandstar.com. Proposals received by the City after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

The City is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than City of St. Augustine Beach City Clerk. Any such Proposal that is not received by the City Clerk shall be returned to the Respondent, unopened.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in the Bids submitted.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **Five Thousand Dollars ($5,000.00)** submitted on the Official City Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the City Commission of City of St. Augustine Beach. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "C"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "C"** – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original of the required Bid Bond Form as shown above.

2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid

3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.

4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in City of St. Augustine Beach. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.
5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

BID POSTPONEMENT/CANCELLATION

The City may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the requirements provided in the Bid Documents. The City may re-advertise this Bid; postpone or cancel, at any time, this Invitation for Bids process; or waive any irregularities in the Bid Documents or in the Bids received in response to this Invitation for Bids.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the submittal deadline for Bids, and Bidder so agrees in submitting his Bid.

Any Bids submitted prior to the submittal deadline for Bids may be modified or withdrawn by the Bidder only by written notice to the City by email or letter. Such notice shall provide whether Bidder is withdrawing the submitted Bid for modification or for removal from consideration. Any Bid withdrawn by the Bidder for removal from consideration, prior to the submittal deadline for Bids shall be returned to the Bidder, unopened.

For Bids withdrawn for modification, Bidder shall provide written notice as stated above, and shall either collect the submitted Bid for modification and resubmittal, or shall send by mail, a modified Bid, for the purposes of replacing the originally submitted Bid, provided the modified Bid complies with the requirements provided in the Bid Documents. Any modified Bid must be re-submitted prior to the submittal deadline for Bids.

COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with the preparation, development and submittal of a Bid in response to this Invitation for Bids. Bidders are additionally solely responsible for any and all costs associated with attendance at any meetings, presentations or other activities conducted as part of this solicitation. It is expressly understood that no Bidder may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder, during the entire solicitation process. Such expenses, costs and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.

CONSIDERATION OF BIDS

Opening of Bids

Unless stated otherwise in an Addendum to the Bid Documents, Bids properly submitted by or before the submittal deadline will be opened publicly and a tabulation of the submitted Bids will be publicly posted in accordance with City Purchasing Policy and Florida law.

Rejection of Bids

The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bid Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award):
The Owner shall have the right to determine the low Bidder on the basis of the Total Bid Amount, or the sum of the Base Bid and/or the Alternates (if applicable) in order to best serve the interest of the City.

It is the intent of the Owner to award a multi-year contract to multiple Bidders provided the submitted Bid is materially responsive to the requirements of the Bid Documents and judged to be reasonable.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) Bid is received, the City reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and re-advertised, in order to best serve the needs of the City.

MINIMUM QUALIFICATIONS

Bidders must be fully licensed/authorized to do business in the State of Florida, must be registered with the State of Florida Division of Corporations, and must hold a current Certified Underground Utility and Excavation Contractor (CUC) license in the State of Florida, at the time the bid is due.

Proof of qualifications must be provided by completing and submitting **Attachment "D"** – Contractor's Qualifications Statement and **Attachment "E"** – License/Certification List along with a copy of each license and certificate listed. All licenses and certifications must be valid and current on the date Bids are submitted.

SUB-CONTRACTORS

Upon request by the City, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed Subcontractors to furnish and perform portions of work described in the Specifications. Sub-contractors and other persons and organizations proposed by the Bidder and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

Prior to the award of the Contract, the City will notify the Bidder in writing if either the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may, at his option, disqualify the Bidder, at no cost to the City.

The City reserves the right to disqualify any Bidder, proposed Subcontractor, Vendor, or material supplier for failure to meet minimum qualification requirements, minimum experience requirements, for previously documented failure either with performance or quality.

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. The City and Contractor hereby acknowledge and mutually agree that a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Contractor acknowledges that, in the event that the City terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of the City's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses 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 Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, 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 Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the City by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the City its officers and employees from and against all Claims arising out of 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 and shall defend such Claims in connection with any alleged infringement of such rights.

Any indemnification provisions provided in the Contract shall survive expiration or earlier termination of the Contract.

FORCE MAJEURE

Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, City, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe windstorm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

TERMINATION

The City may, by written notice to Contractor, terminate the awarded Contract in whole or in part at any time for the City's convenience or for the default of the Contractor.

If, at any time, the awarded Contract is terminated by the City, whether for cause or for convenience, the City may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for completion of the required Work if it serves the best interest of the City to do so.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise provided in the Bid Documents, the Agreement for Work will be written on the City's approved Construction Agreement.

CONTRACT DURATION & RENEWAL

The Contract Agreement for the services provided herein shall be on a form furnished by City of St. Augustine Beach. The initial Contract Term shall be for a period of three (3) years, **providing satisfactory performance is maintained**. The Contract may be renewed in one (1) two (2) year renewal if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the City Finance Director, City Public Works Director and/or City Engineer, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained.** The Contract price will remain fixed for the Contract Term.

PRICING

Unit Prices shall include: all labor; materials; transportation; supervision; surveying, dewatering, shoring, testing and all other items required by FDOT Standard Specifications - Latest Edition; insurance; taxes; fees; overhead; and profit that the Contractor will incur by performing the required work. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the unit prices submitted in the Bid.

The pricing under this Bid shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed the prior **twelve (12) months CPI - All Urban Consumers (CPI-U)**, unless otherwise approved by the City. Should the requested price increase be considered excessive or determined not to be competitive for the services, the City reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

PRICING PROPOSALS

The City shall request pricing proposals for work under this Contract for projects totaling $0.01 - $500,000.00. The City shall request a minimum of one (1) pricing proposal, but the City reserves the right to ask for multiple pricing proposals per project.

Any pricing proposals submitted by Contractor(s) for work under this contract must be on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

- Description of the scope of work to be performed;
- Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project (including Sub-Contractor's proposal);
- Schedule for Completion;
- List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

PURCHASE ORDERS

Projects awarded under this Contract shall be authorized by a Purchase Order, which shall be executed by the City of St. Augustine Beach. Purchase Orders shall be issued by the City's Finance Department. The Purchase Order shall not be considered effective until executed by the City Manager as required per City policy. No Purchase Order will be issued for over $500,000.00 unless approved by the City Commission.

The Public Works Department shall be responsible for determining estimated quantities of items for each project/scope of work and requesting pricing proposals from the Contractor(s). Award of a Purchase Order shall be determined by the Public Works Department based upon cost comparison between vendor(s) under contract, schedule and current workload of the vendor(s), and relative capability of the vendor(s) for the individual Purchase Order.

Each Purchase Order shall include all of the following information:

- Contract Name & Number,
- Contractor Name & Address,
- Purchase Order Number, Project Name,
- Scope of Work,
- Cost of Project,
- Schedule for Completion, and
- Any and all terms and conditions associated with the project.

Any and all changes to a project shall be authorized through a Contract Change Order or Amendment as applicable to the change being authorized. Changes must be requested and/or approved by the Project Manager, Department Head and Finance Director. The Contractor shall then submit a proposal for the change to the Project Manager. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order or Amended Purchase Order.

CHANGE ORDERS

The City shall advise the Contractor of minor changes in the work not involving an adjustment to the Purchase Order dollar value or completion time. The Contractor shall be required to perform these changes at no additional cost to the City.

The Contractor may request a change by submitting a written request to the City describing the proposed change and its full effect on the work, including a statement describing the reason for the change, and the effect on the Purchase Order dollar value and completion time with full documentation. The Contractor must provide back-up documentation for any requested substitutions or alterations from the scope of work provided by the City.

Change Orders shall be issued to increase or decrease the dollar value of a Purchase Order based on estimated quantity overages and shortages, or on a change in the project determined by the City.

All Change Orders shall be accompanied by a revised scope of work, as applicable, added or subtracted quantities of unit price items, explanation for the change (whether City driven or Contractor driven) and shall be signed by the Contractor and the City Representative. Change Orders shall not be considered fully executed until both parties have signed.

PUBLIC CONSTRUCTION BONDS

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Purchase Order issued greater than one hundred thousand dollars ($100,000.00) in value per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Purchase Order, in the form provided by City of St. Augustine Beach, covering the faithful performance of the Contract and the payment of all obligations arising there under in full amount of the Contract Purchase Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

TIME OF DELIVERY AND FORM OF BONDS

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Purchase Order. The Public Construction Bond must be recorded **after** the Purchase Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Purchase Order to have the Public Construction Bond recorded in the City Clerk's Recording Office, City of St. Augustine Beach, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person and deliver the certified copy to the City Finance Department representative. No work shall commence until the required bond has been delivered to the City Finance Department.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

CONTRACT TIME – LIQUIDATED DAMAGES

The Contract Time shall be determined at the time of issuance of each Purchase Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

Any changes to the contract time shall be issued through a Change Order by the City Finance Department. Changes to the contract time must be requested, justified, and/or approved by the Project Manager.

Conditions under which liquidated damages shall be imposed:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$956
Over $50,000 but less than $250,000	$964
$250,000 but less than $500,000.	$1,241
$500,000 but less than $2,500,000.	$1,665
$2,500,000 but less than $5,000,000.	$2,712
$5,000,000 but less than $10,000,000.	$3,447
$10,000,000 but less than $15,000,000.	$4,866
$15,000,000 but less than $20,000,000.	$5,818
$20,000,000 and over	$9,198 (plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

INVOICING

The Contractor shall submit an invoice to the appropriate City department contact at the end of each month. The date of

the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the City in advance of the performance of services. The City reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

CSAB Accounts Payable AP@cityofsab.org 2200 A1A S St. Augustine, FL 32080	And	Jason D. Sparks, P.E. jsparks@cityofsab.org 2200 A1A S St. Augustine, FL 32080

City of St. Augustine Beach Payment Terms: Net 30 Days per 218.74(2) Florida Statutes.

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- City Purchase Order Number, Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed

INSURANCE

Bidders must include in the submitted Bid, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Bidder's ability to obtain the required coverages upon award may be grounds for Bidder being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the City and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the City prior to execution of the Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the City or others. Nothing in the Contract shall limit the Contractor to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean City of St. Augustine Beach, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance**.**

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Finance Division

Contractor shall procure and maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor, or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide City with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. City has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

City reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and City of St. Augustine Beach both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. A copy of the form, **Attachment "M"**, is provided in the Bidding Documents.

OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to City of St. Augustine Beach shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. City of St. Augustine Beach shall be held harmless against any unsafe conditions and contractor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Contractors will ensure that Contractor employees are trained appropriately for their work. The minimum requirements

are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at City of St. Augustine Beach facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employee when performing right-of-way work while under contract with City of St. Augustine Beach. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high- visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the City, Contractor shall comply with all requirements of Florida's public records law. Specifically, if

Contractor is expressly authorized, and acts on behalf of the City under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;

(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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and

(4) Upon completion of this 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.

If the Contractor transfers all public records to the City upon completion of this 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 this 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 that is compatible with the City's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 2200 A1A S, St. Augustine, FL 32080, Phone: (904) 471-2122; Email: dfitzgerald@cityofsab.org

END OF SECTION

OFFICIAL CITY BID FORM WITH ATTACHMENTS

BID NO: 23-07

OFFICIAL CITY BID FORM CITY OF ST. AUGUSTINE BEACH, FLORIDA

PROJECT: CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

TO: THE CITY COMMISSION OF CITY OF ST. AUGUSTINE BEACH, FLORIDA DATE

SUBMITTED: _____

BID PROPOSAL OF

_____

Full Legal Company Name

_____

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES in City of St. Augustine Beach, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BID NO.: 23-07; CITYWIDE PIPE AND MANHOLE LINING RENEWAL & REHABILITATION SERVICES

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit prices submitted below. These prices shall be final cost to the City. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

SECTION A: CURED-IN-PLACE PIPE (CIPP)

TOTAL SECTION A BID: $_____
(From Attachment "A") Amount Written in Numerals

$_____/100
Amount Written in Words

SECTION B: MANHOLE & DRAINAGE STRUCTURE REHABILITATION

TOTAL SECTION B BID: $_____
(From Attachment "A") Amount Written in Numerals

$_____/100
Amount Written in Words

SECTION C: ANCILLARY SERVICES

TOTAL SECTION C BID: $_____
(From Attachment "A") Amount Written in Numerals

$_____ /100
Amount Written in Words

TOTAL PACKAGE BID: $_____
(From Attachment "A") Amount Written in Numerals

$_____ /100
Amount Written in Words

Each Bidder shall type or print legibly the Total Bid Amounts in each designated space provided above. If there is a discrepancy between the amount written in numerals and the amount written in words, the amount written in words shall be considered as the Bidder's correct bid.

The Unit Prices offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

It is the City's intent to award to multiple vendors.

BID NO: 23-07

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____Date Received:

No.: _____Date Received:

No.: _____Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Commission within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of no less than **Five Thousand Dollars ($5,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 23-07

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

By:_____ _____

Signature of Authorized Representative (Name & Title typed or printed)

By:_____ _____

Signature of Authorized Representative (Name & Title typed or printed)

Address:_____

Telephone No.: (___)_____ Fax No.: (___)_____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number:_____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name:_____

(Signature) (Name typed or printed) (Title)

Address:_____

Telephone No.: (___)_____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official City Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO: 23-07

ATTACHMENT A

UNIT PRICE BID

The following Unit Prices, if approved by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include: all labor, materials, equipment, mobilization, transportation; supervision; surveying, dewatering, shoring, testing, insurance cost, taxes, fees, overhead, profit and all other items required by FDOT Standard Specifications - Latest Edition that the Contractor will incur by performing the required work. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Bidders are NOT required to bid each item. Enter "No Bid" in place of the unit prices for each item you are not submitting pricing. **Award will be based on the Total Unit Price Bid for items A-1 through C-15**, with the intent to award multi-year contracts to more than one Bidder.

A. CURED-IN-PLACE PIPE (CIPP)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection			
Item	**Description**	**Unit of Measure**	**Unit Cost (See Above)**
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	$
A-2	14" - 18 " diameter	LF	$
A-3	20" - 24" diameter	LF	$
A-4	27" - 42" diameter	LF	$
A-5	48" - 72" diameter	LF	$
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	$
A-7	14" - 18" diameter	LF	$
A-8	20" - 24" diameter	LF	$
A-9	27" - 42" diameter	LF	$
A-10	48" - 72" diameter	LF	$
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12 " diameter	LF	$
A-12	14" - 18" diameter	LF	$
A-13	20" - 24" diameter	LF	$
A-14	27" - 42" diameter	LF	$
A-15	48" - 72" diameter	LF	$
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	$
A-17	14" - 18" diameter	LF	$

A-18	20" - 24" diameter	LF	$
A-19	27" - 42" diameter	LF	$
A-20	48" - 72" diameter	LF	$

Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection (Continued)			
Item	**Description**	**Unit of Measure**	**Unit Cost**
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	$
A-22	14" - 18" diameter	LF	$
A-23	20" - 24" diameter	LF	$
A-24	27" - 42" diameter	LF	$
A-25	48" - 72" diameter	LF	$
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	**Description**	**Unit of Measure**	**Extension**
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	$
A-27	7.5 mm normal thickness (.295)	LF	$
A-28	9.0 mm normal thickness (.354)	LF	$
A-29	Sectional Liner, 8' long	EA	$
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	$
A-31	7.5 mm normal thickness (.295)	LF	$
A-32	9.0 mm normal thickness (.354)	LF	$
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$
A-34	Sectional Liner, 8' long	EA	$
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	$
A-36	7.5 mm normal thickness (.295)	LF	$
A-37	9.0 mm normal thickness (.354)	LF	$
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$
A-39	Sectional Liner, 8' long	EA	$
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	$
A-41	7.5 mm normal thickness (.295)	LF	$
A-42	9.0 mm normal thickness (.354)	LF	$

A-43	10.5 mm normal thickness (.413)	LF	$
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	$
A-45	Sectional Liner, 8' long	EA	$
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	**Description**	**Unit of Measure**	**Extension**
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	$
A-47	7.5 mm normal thickness (.295)	LF	$
A-48	9.0 mm normal thickness (.354)	LF	$
A-49	10.5 mm normal thickness (.413)	LF	$
A-50	12.0 mm normal thickness (.472)	LF	$
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	$
A-52	Sectional Liner, 8' long	EA	$
	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	$
A-54	10.5 mm normal thickness (.413)	LF	$
A-55	12.0 mm normal thickness (.472)	LF	$
A-56	13.5 mm normal thickness (.531)	LF	$
A-57	15.0 mm normal thickness (.591)	LF	$
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-59	Sectional Liner, 8' long	EA	$
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	$
A-61	10.5 mm normal thickness (.413)	LF	$
A-62	12.0 mm normal thickness (.472)	LF	$
A-63	13.5 mm normal thickness (.531)	LF	$
A-64	15.0 mm normal thickness (.591)	LF	$
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-66	Sectional Liner, 8' long	EA	$
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	$
A-68	10.5 mm normal thickness (.413)	LF	$
A-69	12.0 mm normal thickness (.472)	LF	$
A-70	13.5 mm normal thickness (.531)	LF	$
A-71	15.0 mm normal thickness (.591)	LF	$

A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-73	Sectional Liner, 8' long	EA	$
	36" diameter CIPP Liner		
A-74	10.5 mm normal thickness (.413)	LF	$
A-75	12.0 mm normal thickness (.472)	LF	$

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	36" diameter CIPP Liner (Continued)		
A-76	13.5 mm normal thickness (.531)	LF	$
A-77	15.0 mm normal thickness (.591)	LF	$
A-78	16.5 mm normal thickness (.650)	LF	$
A-79	18.0 mm normal thickness (.709)	LF	$
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$
A-81	Sectional Liner, 8' long	EA	$
	42" diameter CIPP Liner		
A-82	10.5 mm normal thickness (.413)	LF	$
A-83	12.0 mm normal thickness (.472)	LF	$
A-84	13.5 mm normal thickness (.531)	LF	$
A-85	15.0 mm normal thickness (.591)	LF	$
A-86	16.5 mm normal thickness (.650)	LF	$
A-87	18.0 mm normal thickness (.709)	LF	$
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$
A-89	Sectional Liner, 8' long	EA	$
	48" diameter CIPP Liner		
A-90	12.0 mm normal thickness (.472)	LF	$
A-91	13.5 mm normal thickness (.531)	LF	$
A-92	15.0 mm normal thickness (.591)	LF	$
A-93	16.5 mm normal thickness (.650)	LF	$
A-94	18 .0 mm normal thickness (.709)	LF	$
A-95	19.5 mm normal thickness (.768)	LF	$
A-96	21 .0 mm normal thickness (.827)	LF	$
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$
A-98	Sectional Liner, 8' long	EA	$
	52" diameter CIPP Liner		
A-99	10.5 mm normal thickness (.413)	LF	$

A-100	12.0 mm normal thickness (.472)	LF	$
A-101	13.5 mm normal thickness (.531)	LF	$
A-102	15.0 mm normal thickness (.591)	LF	$
A-103	16.5 mm normal thickness (.650)	LF	$
A-104	18.0 mm normal thickness (.709)	LF	$
A-105	19.5 mm normal thickness (.768)	LF	$
A-106	21.0 mm normal thickness (.827)	LF	$
A-107	22.5 mm normal thickness (.886)	LF	$
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	**Description**	**Unit of Measure**	**Extension**
	52" diameter CIPP Liner (Continued)		
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$
A-109	Sectional Liner, 8' long	EA	$
	54" diameter CIPP Liner		
A-110	10.5 mm normal thickness (.413)	LF	$
A-111	12.0 mm normal thickness (.472)	LF	$
A-112	13.5 mm normal thickness (.531)	LF	$
A-113	15.0 mm normal thickness (.591)	LF	$
A-114	16.5 mm normal thickness (.650)	LF	$
A-115	18.0 mm normal thickness (.709)	LF	$
A-116	19.5 mm normal thickness (.768)	LF	$
A-117	21.0 mm normal thickness (.827)	LF	$
A-118	22.5 mm normal thickness (.886)	LF	$
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$
A-120	Sectional Liner, 8' long	EA	$
	60" diameter CIPP Liner		
A-121	10.5 mm normal thickness (.413)	LF	$
A-122	12.0 mm normal thickness (.472)	LF	$
A-123	13.5 mm normal thickness (.531)	LF	$
A-124	15.0 mm normal thickness (.591)	LF	$
A-125	16.5 mm normal thickness (.650)	LF	$
A-126	18.0 mm normal thickness (.709)	LF	$
A-127	19.5 mm normal thickness (.768)	LF	$
A-128	21.0 mm normal thickness (.827)	LF	$
A-129	22.5 mm normal thickness (.886)	LF	$
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$
A-131	Sectional Liner, 8' long	EA	$

	72" diameter CIPP Liner		
A-132	10.5 mm normal thickness (.413)	LF	$
A-133	12.0 mm normal thickness (.472)	LF	$
A-134	13.5 mm normal thickness (.531)	LF	$
A-135	15.0 mm normal thickness (.591)	LF	$
A-136	16.5 mm normal thickness (.650)	LF	$
A-137	18.0 mm normal thickness (.709)	LF	$
A-138	19.5 mm normal thickness (.768)	LF	$
A-139	21.0 mm normal thickness (.827)	LF	$

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	72" diameter CIPP Liner (Continued)		
A-140	22.5 mm normal thickness (.886)	LF	$
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$
A-142	Sectional Liner, 8' long	EA	$
	(12" X 18") Elliptical CIPP Liner		
A-143	9.0 mm normal thickness (.354)	LF	$
A-144	10.5 mm normal thickness (.413)	LF	$
A-145	12.0 mm normal thickness (.472)	LF	$
A-146	13.5 mm normal thickness (.531)	LF	$
A-147	15.0 mm normal thickness (.591)	LF	$
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-149	Sectional Liner, 8' long	EA	$
	(14" X 18") Elliptical CIPP Liner		
A-150	9.0 mm normal thickness (.354)	LF	$
A-151	10.5 mm normal thickness (.413)	LF	$
A-152	12.0 mm normal thickness (.472)	LF	$
A-153	13.5 mm normal thickness (.531)	LF	$
A-154	15.0 mm normal thickness (.591)	LF	$
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-156	Sectional Liner, 8' long	EA	$
	(14" X 23") Elliptical CIPP Liner		
A-157	9.0 mm normal thickness (.354)	LF	$
A-158	10.5 mm normal thickness (.413)	LF	$
A-159	12.0 mm normal thickness (.472)	LF	$
A-160	13.5 mm normal thickness (.531)	LF	$

A-161	15.0 mm normal thickness (.591)	LF	$
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-163	Sectional Liner, 8' long	EA	$
	(19" X 30") Elliptical CIPP Liner		
A-164	9.0 mm normal thickness (.354)	LF	$
A-165	10.5 mm normal thickness (.413)	LF	$
A-166	12.0 mm normal thickness (.472)	LF	$
A-167	13.5 mm normal thickness (.531)	LF	$
A-168	15.0 mm normal thickness (.591)	LF	$

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	(19" X 30") Elliptical CIPP Liner (Continued)		
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$
A-170	Sectional Liner, 8' long	EA	$
	(24" X 38") Elliptical CIPP Liner		
A-171	10.5 mm normal thickness (.413)	LF	$
A-172	12.0 mm normal thickness (.472)	LF	$
A-173	13.5 mm normal thickness (.531)	LF	$
A-174	15.0 mm normal thickness (.591)	LF	$
A-175	16.5 mm normal thickness (.650)	LF	$
A-176	18.0 mm normal thickness (.709)	LF	$
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$
A-178	Sectional Liner, 8' long	EA	$
	(29" X 45") Elliptical CIPP Liner		
A-179	12.0 mm normal thickness (.472)	LF	$
A-180	13.5 mm normal thickness (.531)	LF	$
A-181	15.0 mm normal thickness (.591)	LF	$
A-182	16.5 mm normal thickness (.650)	LF	$
A-183	18 .0 mm normal thickness (.709)	LF	$
A-184	19.5 mm normal thickness (.768)	LF	$
A-185	21 .0 mm normal thickness (.827)	LF	$
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$
A-187	Sectional Liner, 8' long	EA	$
	(38" X 60") Elliptical CIPP Liner		
A-188	12.0 mm normal thickness (.472)	LF	$

A-189	13.5 mm normal thickness (.531)	LF	$
A-190	15.0 mm normal thickness (.591)	LF	$
A-191	16.5 mm normal thickness (.650)	LF	$
A-192	18 .0 mm normal thickness (.709)	LF	$
A-193	19.5 mm normal thickness (.768)	LF	$
A-194	21 .0 mm normal thickness (.827)	LF	$
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$
A-196	Sectional Liner, 8' long	EA	$
	(58" X 91") Elliptical CIPP Liner		
A-197	12.0 mm normal thickness (.472)	LF	$
A-198	13.5 mm normal thickness (.531)	LF	$

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	(58" X 91") Elliptical CIPP Liner (Continued)		
A-199	15.0 mm normal thickness (.591)	LF	$
A-200	16.5 mm normal thickness (.650)	LF	$
A-201	18 .0 mm normal thickness (.709)	LF	$
A-202	19.5 mm normal thickness (.768)	LF	$
A-203	21 .0 mm normal thickness (.827)	LF	$
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$
A-205	Sectional Liner, 8' long	EA	$
	A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)	**$**	

B. MANHOLE & DRAINAGE STRUCTURE REHABILITATION

Item	Description	Unit of Measure	Extension
B-1	Chemical Grout Injection (Small)	TUBE	$
B-2	Chemical Grout Injection (Large)	GAL	$
B-3	Repair Wall w/ High Strength Mortar (Average 2” Depth)	SF	$
B-4	Coat New Manhole	SF	$
B-5	Coat Existing Manhole	SF	$
B-6	Coat Existing Structure	SF	$
B-7	Interior Manhole Coating/Lining Repair	SF	$
B-8	Manhole Test	SF	$
B-9	Concrete Adjustment Rings (0”-12")	SF	$
B-10	Concrete Adjustment Rings (Each Additional 6” Over Initial 12")	VF	$

B-11	Bench Replacement	EA	$
B-12	Replace Frame & Cover (24”-30”)	EA	$
B-13	Replace Frame & Cover (32”-36”)	EA	$
B-14	Inside Drop System 4" - 8"	EA	$
B-15	Inside Drop System 10" - 12"	EA	$
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)		**$**	

C. ANCILLARY SERVICES			
Item	**Description**	**Unit of Measure**	**Extension**
	By-Pass Pumping & Dewatering		
C-1	8" diameter	LF	$
C-2	10" diameter	LF	$
C-3	12" diameter	LF	$
C-4	15" diameter	LF	$
C-5	18" diameter	LF	$
C-6	21" diameter	LF	$
C-7	24" diameter	LF	$
C-8	27" diameter	LF	$
C-9	30" diameter	LF	$
C-10	36" diameter	LF	$
	Maintenance of Traffic (MOT)		
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	$
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	$
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	$
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	$
C-15	**Variable Message Board**	Week	$
C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)		**$**	
TOTAL PACKAGE BID (TOTAL UNIT COSTS FOR A + B + C)		**$**	

D. Bond			
D-1	Contract Performance and Payment Bond Cost Not to Exceed 2% of Purchase Order Total (For Project Purchase Orders Costing $100,000.00 and greater)		**2 %**

ATTACHMENT B

CITY OF ST. AUGUSTINE BEACH AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

CITY OF _____

The Undersigned authority,_____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES, in City of St. Augustine Beach, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or has produced_____ as identification.

_____
Notary Public
My Commission Expires:_____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-07

ATTACHMENT C

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

_____
Signature of Secretary

_____
Full Legal Name of Corporation (Bidder)

STATE OF _____

CITY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of ☐ physical presence or ☐ online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of City of St. Augustine Beach, Florida.

Subscribed and sworn to me on this ___ day of _____, 2022, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

_____
Notary Public
My Commission Expires:_____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 23-07

ATTACHMENT D

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified Underground Utility and Excavation Contractor (CUC). I also certify that the above named company is capable of bonding any Purchase Order in excess of $100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

_____
Signature Date

_____
Name & Title of Representative

BID NO: 23-07

ATTACHMENT E

LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
Certified Underground Utility and Excavation Contractor (CUC)			

BID NO: 23-07

ATTACHMENT F

CITY OF ST. AUGUSTINE BEACH CITY COMMISSION CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of City of St. Augustine Beach ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder: _____

Authorized Representative(s) :

_____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

BID NO: 23-07

City of St. Augustine Beach City Commission

ATTACHMENT G

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. 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.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach's request for proposals a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.

5. 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.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____
Signature

_____
Date

BID NO: 23-07

ATTACHMENT H

CERTIFICATE(S) OF INSURANCE

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

BID NO: 23-07

ATTACHMENT I

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No _____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

   Amount at issue: _____ Name (s) of the attorneys representing all parties:

   _____

   Amount actually recovered, if any: _____

   Name(s) of the project owner(s)/manager(s) to include address and phone number:

   _____

2. List all pending litigation and or arbitration.

   _____

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

   _____

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

   _____

   _____

   _____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

   Yes _____ No_____ If yes, please explain in detail:

   _____

   _____

   _____

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No If no, please explain why? _____

   _____

   _____

7. List the status of all pending claims currently filed against your company:

   _____

   _____

   _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No _____ If yes, please explain in detail:

   _____

   _____

(Use additional or supplemental pages as needed)

BID NO: 23-07

ATTACHMENT J

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ _____, 20____, by _____, who is personally known to me or has produced_____ _____ as identification.

_____
Notary Public
My Commission Expires:_____

BID NO: 23-07

ATTACHMENT K

NON-COLLUSION CERTIFICATION

City of St. Augustine Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by City of St. Augustine Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of City of St. Augustine Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

BID NO: 23-07

ATTACHMENT L

E-VERIFY AFFIDAVIT

STATE OF _____
CITY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____(hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which City of St. Augustine Beach may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the City of St. Augustine Beach for any costs incurred by the City of St. Augustine Beach resulting from Consultant/Contractor's breach.

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or has produced_____ as identification.

_____
Notary Public
My Commission Expires:_____

ATTACHMENT M

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the City of St. Augustine Beach Trenching and Excavation Safety Program. If there is a conflict between the ACT and the City of St. Augustine Beach Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: _____

_____ _____

Bidder Date

_____

Authorized Signature

BID NO: 23-07

BID BOND

STATE OF FLORIDA
CITY OF ST. JOHNS

K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t _____ as Principal, and _____ as Surety, are held and firmly bound unto City of St. Augustine Beach, Florida, in the penal sum of **Five Thousand Dollars ($5,000.00)** lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20___.

For
BID 23-07: CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
City of St. Augustine Beach, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City the difference between the amount specified, in said Bid and the amount for which the City may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 23-07

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

_____

_____

_____

_____

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

_____

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

**BID NO.: 23-07; CITYWIDE PIPE AND MANHOLE LINING,
RENEWAL & REHABILITATION SERVICES**

SCOPE OF WORK

The work consists of furnishing all labor, materials and equipment required to install cured-in-place pipe lining and renew and rehabilitate stormwater drainage pipe of various shapes and sizes and drainage structures of various shapes and sizes on an as-needed basis through issuance of purchase orders for each project**.** The scope includes providing pre- and post-inspection reports, bypass pumping and performing other miscellaneous repairs.

The specifications below establish minimum standards of quality for projects under the resulting contract. They do not purport to cover all details entering into project design and construction.

The Contractor is advised that equipment arrangements may vary with different manufacturers and the Contractor is responsible at no cost to the City for making the changes necessary to accommodate specific equipment required to complete each project.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system will not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to the City.

I. INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including US Environmental Protection Agency (EPA), US Army Corps of Engineers, and Florida Department of Environmental Protection (FDEP), must be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The City and authorized representatives must be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The City and authorized representative must also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

II. INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the City during its fabrication, manufacture or testing or before shipment, the Contractor must give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice must be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

III. TESTING LABORATORY SERVICES

It shall be the Contractor’s responsibility to make arrangements for testing laboratory. Payment for testing to show compliance with specified requirements will be the responsibility of the Contractor.

IV. TEMPORARY FACILITIES AND CONTROLS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction project progression as per approved schedule. Adequate facilities provision to ensure project progression at every stage of work performance is the Contractor's sole responsibility and is not limited by the requirements of this section. The City’s authorized representative will determine the adequacy of contractor facilities.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, the Contractor shall provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services must be included in the Contract Sum for the project.

TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary wastewater or
- Stormwater Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor must make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the City. The Contractor is responsible for payment of all temporary switches, connections and meters.

Temporary Water:

The Contractor must make all necessary application and arrangements and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor is responsible for payment of any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor must provide adequate sanitary facilities for the use of those employed on the work site. Such facilities must be made available when the first employees arrive on the site of the work, must be properly secluded from public observation, i.e., hidden from sight, and must be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved by authorized City representative.

The Contractor must provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility is considered an unacceptable alternative to these requirements.

The Contractor must maintain the sanitary facilities in a satisfactory and sanitary condition at all times and must enforce their use. The Contractor must rigorously prohibit the committing of nuisances on the site of the work, on the lands of the City, or on adjacent property. The cost of providing these sanitary facilities must be included in the Contractor's applicable pay items of work and no separate payment will be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, the Contractor must promptly remove the installation unless requested by the Engineer to retain it for a longer period. The Contractor must complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. The Contractor must replace work damaged beyond acceptable restoration.

TEMPORARY CONTROLS

Noise Control:

The Contractor must comply with St. Johns City Ordinance 2015-19 and provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust and Sedimentation Control:

The Contractor must provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause. In accordance with FDEP Rule 62-621.300(2)(a), Florida Administrative Code (F.A.C.), minimize off-site vehicle tracking of sediments onto paved surfaces and the generation of dust so as to prevent the potential for water quality violations and offsite sedimentation. If sediment escapes the construction site, remove off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.

Water Control:

The Contractor must provide for satisfactory disposal of surplus water and must submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval must be obtained from the proper authorities for the use of public or private lands or facilities for such disposal. Subsection 62-302.530(18), Florida Administrative Code (F.A.C.) limits the discharge of chlorine to surface water bodies to < 0.01 milligram per liter (mg/L). Prior to disposal, surplus water shall be tested at a minimum for Free Chlorine Residual (FCR) and pH. FCR and pH levels will influence disposal options. In no instance shall FCR or pH exceed minimum acceptable requirements established by proposed receiving facility. Maximum FCR less than or equal to 0.01 mg/L and pH ranges between 6.5 and 8.5 s.u.

Water Temperature Limits:

The Contractor must abide by Subsection 62-302.50, Florida Administrative Code (F.A.C.) regarding thermal surface water criteria. In accordance with Subsection 62-302.50(4)(a) F.A.C., no heated water with a temperature above 90° F shall be discharged into any fresh waters in Northern Florida regardless of the ambient temperature of the receiving body of water (RBW).

Pollution Control:

In accordance with FDEP Rule 62-621.300(4)(a), FAC, the Contractor must provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause via installation of perimeter controls. The Contractor must provide for adequate refuse/waste collection and disposal as described in Part IV, Temporary Facilities and Controls and in accordance with FDEP Rule 62-701.730, Florida Administrative Code.

The Contractor must evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and must operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor must take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. The Contractor must conduct and schedule operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the Environmental Protection Agency (EPA) or the United States Department of Agriculture (USDA). Use of all such chemicals and disposal of residues must be in strict conformance with instructions.

Erosion Control:

The Contractor must not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements must be as short as practicable.

Erosion control features must be constructed concurrently with other work and at the earliest practicable time.

V. STORAGE FACILITIES

All products, materials and equipment must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements must be stored in weathertight enclosures.

Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated products must be stored above the ground on blocking or skids. Products which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water must be stored off the ground so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings must be removed when no longer needed.

VI. MOBILIZATION/DEMOBILIZATION

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on any project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, as well as any and all applicable Federal, State and Local laws and regulations.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

VII. PRESERVATION OF PROPERTY

The Contractor must preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it must be immediately restored to its original condition by the Contractor at no cost to the City.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor will be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of Contractor owned equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor must take all precautions against any such damage occurrence and will be responsible for damage resulting from same. The Contractor must provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of the Contractor's, the City's, and other properties from such damage.

VIII. TRAFFIC REGULATION

Signs, marking barricades, and procedures must conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor must maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor must provide and maintain adequate barricades, construction signs, torches, flashers, guards, and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities must be complied with.

The Contractor must provide suitable crossings at street intersections and driveways and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor must carry on the work in a manner that will cause the least interruption in traffic. Closing to through

travel of more than two consecutive blocks, including the cross streets intersected, will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor must provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor must notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment must be provided and maintained at all times.

- Projects with lane Closures require a minimum of 15 days approval and public outreach by the City prior to the first day of the Lane Closure.

- Projects with Road Closures require a minimum of 45 days approval and public outreach by the City prior to the first day of the Road Closure.

On completion of work, the Contractor must remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

IX. MATERIALS

Materials furnished by Contractor must be new and must not have been in service at any other installation unless otherwise provided. Materials must conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by the City's Engineer or authorized representative.

TRANSPORTATION AND HANDLING

Materials must be loaded and unloaded by methods affording adequate protection against damage. Every precaution must be taken to prevent injury to the materials during transportation and handling. Suitable power equipment will be used and the materials must be under control at all times. Under no condition must the materials be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling must be used. The crane must be so placed that all lifting is done in a vertical plane. Materials skid loaded, palletized or handled on skidways must not be skidded or rolled against materials or equipment already unloaded.

Materials must be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor must promptly inspect the products for damage and defects and conformance with the specification. Materials damaged or injured in the process of transportation, unloading or handling will be rejected and must be immediately removed from the site.

STORAGE AND PROTECTION

All materials must be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements must be stored in weathertight enclosures. Temperature and humidity must be maintained within the ranges required by the manufacturer's instructions. Fabricated items must be stored above the ground on blocking or skids. Items which are subject to deterioration must be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials must be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water must be stored off the ground so as to prevent contamination.

Storage must be arranged in such a manner to provide easy access for inspection. Periodic inspections must be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor must provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings must be removed when no longer needed.

X. STORM INFRASTRUCTURE ASSET CLEANING

The Contractor must furnish all labor, materials, equipment, and incidentals required and perform high pressure water

jetting, rodding, brushing, bucketing and flushing of designated storm infrastructure pipes/lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

RELATED WORK

A. Storm infrastructure asset Flow Control and Bypass Pumping is included in Section "X".

B. Television inspection of storm infrastructure assets is included in Section "XI".

EQUIPMENT

Hydraulic Storm Infrastructure Asset Cleaning Equipment
The equipment used must be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm infrastructure asset. The movable dam must be the same diameter as the pipe being cleaned and must provide flexible scraper around the outer periphery to ensure total removal of foreign material. If storm infrastructure asset cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the storm infrastructure assets and public or private property must be taken.

High Velocity Jet (Hydrocleaning) Equipment
All high velocity storm infrastructure asset cleaning equipment must be constructed for ease and safety of operation. The equipment must have a selection of two or more velocity nozzles. The nozzles must be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment must also include a high velocity gun for washing and scouring manhole walls and floor. The gun must be capable of producing flows from a fine spray to a long distance solid stream. The equipment must carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls must be located so the equipment can be operated above ground.

Mechanical Cleaning Equipment
Bucket machines must be in pairs and with sufficient power to perform the work in an efficient manner. Machines must be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe are not acceptable.

Power rodding machines must be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod must be specifically treated steel. To ensure safe operation, the machine must have a fully enclosed body and an automatic safety release clutch or relief valve.

Storm infrastructure asset line walls must be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning must be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

PREPARATION

A. Selection of cleaning equipment must be based on the conditions of the manhole and storm infrastructure asset lines at the time the work commences.

   1. Light cleaning (small amounts of debris existing within the storm infrastructure asset [pipe]): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.

   2. Heavy cleaning (large deposits of debris or heavy root growth existing within the storm infrastructure asset [pipe]): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results must be considered heavy cleaning.

B. Written authorization must be requested and obtained from the City prior to conducting any heavy cleaning.

Authorization must be required for each individual storm infrastructure asset reach. Heavy cleaning without prior City authorization will not be paid for.

PERFORMANCE

A. Each designated storm infrastructure manhole section must be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning must be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the storm infrastructure lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment must be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort must be abandoned. Blockages, if any, must be reported to the Engineer immediately.

B. During all storm infrastructure asset cleaning operations, satisfactory precautions must be taken to protect the storm infrastructure assets from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the storm infrastructure asset are used, precautions must be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of stormwater in the storm infrastructure asset lines must be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water must be conserved and not used unnecessarily.

C. No fire hydrant must be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor must a hydrant be used for the purpose described unless a vacuum break is provided.

D. Roots must be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.

E. Pipeline and manhole sections which have root intrusion may be treated with an EPA approved and labeled herbicide such as RootX (EPA registration #68464-1) OR EQUAL to aid in the removal of roots. The application of the herbicide to the roots must be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason must be replaced with identical vegetation. All safety precautions recommended by the manufacturer must be strictly adhered to concerning handling and application of the herbicide.

F. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations must be removed at the downstream manhole of the section of storm infrastructure asset being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment must not be permitted.

1. All debris, residue and other materials resulting from cleaning operations must be removed from the site no less often than at the end of each workday and stormwater system debris must be disposed of in accordance with FDEP Memo, *Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments*, Mike Sole, May 18, 2004. Prior to disposal, the stormwater system sediments must be sufficiently dewatered so that they are not considered a liquid pursuant to FDEP Rule 62-701.200(65), F.A.C.. Under no circumstances will the accumulation of debris, residue, etc., on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

2. Acceptance of storm infrastructure asset line cleaning must be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the storm infrastructure asset must be re-cleaned and re-inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the storm infrastructure asset) must be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.

3. If internal sealing is to follow the television inspection, particular attention must be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

XI. BYPASS PUMPING

The work covered by this section consists of providing all labor, equipment, material and supplies, and performing all operations required to bypass pump sewage around a manhole or storm infrastructure section in which work is to be performed. The Contractor must be prepared to bypass pump sewage as part of his operations. The Contractor must provide all pumps, piping ,and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer.

All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, must be considered incidental to the work and no additional compensation will be allowed. Pumps and equipment must be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine must be equipped in a manner to keep noise to a minimum.

For manual operation of pump stations, the Contractor must coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow must only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole must be controlled or blocked completely, as required, to properly complete the repairs as specified.

The Contractor must submit a written plan describing the means and methods for flow control and bypass pumping to the Engineer for review.

PLUGGING AND BLOCKING

A storm infrastructure line plug must be inserted into the line upstream of the section being televised or repaired. The plug must be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked must be reduced to within the maximum limits stated above. After the work has been completed, the flow must be restored to normal.

FLOW CONTROL PRECAUTIONS

When flow in a storm infrastructure line is plugged, blocked or bypassed by the Contractor, sufficient precautions must be taken to protect the public health and to protect the storm infrastructure asset from damage that might result from storm infrastructure asset surcharging. Further, the Contractor must take precautions to ensure that storm infrastructure asset flow control operations do not cause flooding or damage to public or private property being served by the storm infrastructure assets involved and must be responsible for any damage resulting from the flow control operations.

When flow in a storm infrastructure line is plugged or blocked by the Contractor, conditions upstream of the plug must be monitored by the Contractor's representative and the Contractor must be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the storm collection system, must be discharged to another storm infrastructure asset manhole or appropriate vehicle or container

only. No such liquid or solid matter must be allowed to be discharged, stored or deposited on the ground, swale, road, storm system, or open environment. The Contractor must protect all pumps, conduit, and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the storm collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor will be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor will also be responsible for notifying the storm system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the City.

XII. TELEVISION INSPECTION -- INFRASTRUCTURE

A. Each designated section must be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time, and the section being inspected will be suitably isolated from the remainder of the storm infrastructure system as required.

B. Video recordings must be made of the television inspections, and both copies of the recordings and printed inspection logs must be supplied to the City.

EQUIPMENT

The television camera used for the inspection must be one specifically designed and constructed for such inspection. Lighting for the camera must be suitable to allow a clear picture for the entire periphery of the pipe. The camera must be operative in 100 percent humidity conditions. The camera, television monitor, and other components of the video system must be capable of producing a minimum 500 line resolution video picture. Picture quality and definition must be to the satisfaction of the Engineer. The Lighting System must minimize reflective glare.

PERFORMANCE

A. The camera must be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the storm infrastructure asset's condition, but in no case will the television camera be pulled at a speed greater than 30 feet per minute (fpm). Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm infrastructure asset conditions must be used to move the camera through the storm infrastructure asset. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor must re-set up the equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor must remove the obstruction by excavation and replacement of that section of pipe, as specified herein.

B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication must be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.

C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects must be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters must be checked daily by use of a walking meter, roll-a-tape or other suitable device.

D. Documentation of the television results must be as follows:

1. Television Inspection Logs

   Printed location records must be kept by the Contractor and will clearly show the location, in relation to

adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm system connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the City and the Engineer.

2. Video recordings of the data on the television monitor must be made by the Contractor, copies of which must be furnished to the City in a flash drive or other electronic or media format approved by the City.

XIII. CURED-IN-PLACE PIPE LINER

The Contractor must furnish all labor, materials, equipment and incidentals required to install cured-in-place pipe (CIPP) lining as per pipe size, location, and other specifics, as indicated herein.

RELATED WORK

A. Storm infrastructure asset pipe [and manhole] cleaning is included in Section "IX".

B. Television inspection of pipelines is included in Section "XI".

C. Maintenance of flows and bypass pumping is included in Section "X".

SUBMITTALS

The Contractor must submit the following to the City prior to commencement of work:

1. Specific product details addressing conformity to the Product & Installation Standards (see below) for each type of liner and size intended to be used on the project, including a reference table which shows the location and size of each pipe which is to be lined and the corresponding liner type, thickness and manufacturer information.

2. Engineered calculations for load bearing for liners needing to supplement or replace the structural integrity of the existing pipes. Liner thicknesses which have been assigned in the bid table or other bid reference, must be the minimum wall thickness of the liner; however, the liner thickness must be increased as needed to meet the loading needs based on site conditions live and dead loads and this thickness increase will be at no additional cost to the Owner.

PRODUCT & INSTALLATION STANDARDS

A. Cured in place pipe lining products and installation must meet the following American Society for Testing and Materials (ASTM) standards:

   1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

   2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

   3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube

   4. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening must apply.

QUALITY ASSURANCE

A. The Contractor performing the lining work must be fully qualified, experienced, and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:

   1. The number of years of experience in performing pipe lining projects.

   2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor must be an approved installer as certified and/or licensed by the liner manufacturer.

   3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.

      a. The list must contain names and telephone numbers of persons to be called to verify previous satisfactory performance.

      b. A full description of the actual work performed.

      c. The list of municipal clients and description of projects must include the approximate liner footage (LF) of lining work completed. Provide a sufficient number of references to total 50,000 LF or more of lining work completed to date.

B. The Contractor must also be capable of providing crews as needed to complete the work without undue delay and must begin work within [7] days from authorized notice to proceed.

C. The City must approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.

D. The CIPP liner must be provided by a single manufacturer. The supplier must be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the City, at City's own expense. The Contractor must require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the City.

E. Inspection of the liner may also be made by the Engineer or other representative of the City after delivery. The liner must be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery must be marked for identification and must be removed from the job site at once.

DELIVERY, STORAGE AND HANDLING

A. Care must be taken in shipping, handling and storage to avoid damaging the liner. Extra care must be taken during cold weather construction. Any liner damaged in shipment must be replaced as directed by the Engineer.

B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, must be marked as rejected and removed at once from the job site.

C. The liner must be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner must be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

PROJECT/SITE REQUIREMENTS

A. The Contractor must provide all necessary Maintenance of Traffic (MOT) controls, including flaggers, in accordance with the Standards of the Florida Department of Transportation.

B. The Contractor must minimize impacts to residents and businesses during the pipe cleaning and lining operation and must properly dispose of all waste material and restore all damaged property caused by the Contractor or its sub-contractors.

GUARANTEE

All lining work must be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the City must be removed and replaced in a satisfactory manner at no additional cost to the City. The City may conduct an independent television inspection, at the City's own expense, of the lining work prior to the completion of the [1] year guarantee period.

MATERIALS

A. The liner must be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing must be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin must be completely compatible. The outside layer of the tube must be coated with an impermeable material compatible with the resin and fabric.

B. The liner must be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.

C. The liner must be able to cure in the presence of water at a temperature of 180 degrees Fahrenheit (180°F) or less.

D. When inverted and cured, the liner must form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in stormwater and domestic sewage.

E. The liner must be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal storm infrastructure assets and soils adjacent to the storm infrastructure asset to be lined.

F. The liner must be fabricated to a size that when reformed will tightly fit the storm infrastructure being rehabilitated. Allowance for longitudinal and circumferential expansion must be taken into account when sizing and installing the liner. All dimensions must be field verified by the Contractor prior to delivery of the liner. Field measurements must be used to ensure maximum closure between the new liner and the existing storm infrastructure asset [pipe].

G. The application of the resin to the felt tubing (wet-out) must be conducted under factory conditions and the materials must be fully protected against UV light, excessive heat and contamination at all times.

H. The length of the liner must be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner must be verified in the field by the Contractor prior to fabrication.

I. The liner must be designed, fabricated and installed for the actual conditions encountered for this application and must comply with the following minimum conditions:

1. Temperature: 40 to 150 degrees Fahrenheit

2. Maximum long term deflection: 5 percent (%)

3. The liner must be designed to support all loads produced by backfill (120 lbs. /sq. ft.), American Association of State Highway Transportation Officials (AASHTO) H-20 or HS-20 loading, i.e., truck axle loading of 32,000 lbs, or wheel loading of 16,000 lbs. and a hydrostatic loading from groundwater elevation at grade.

4. The liner must be watertight.

J. The cured liner must have the following minimum structural properties:

Property	Test Method	Minimum Standard
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

INSTALLATION

A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section "IX", Storm infrastructure asset cleaning.

B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section "XI".

C. The Contractor must provide bypass pumping of flows in accordance with Section 01800.

D. Furnish and install the liner in the full length of storm infrastructure asset as shown on the Drawings. The installation of the liner must be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.

E. For each length of liner installed, remove specimens of at least 24-inch length for testing of flexural properties. The specimens must be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.

F. All cutting and sealing of the liner at manhole connections must provide watertight pipe and manhole trough seals. Following installation of the liner, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation must be submitted to the Engineer for approval and must be retained by the City and/or Engineer.

FIELD TESTING AND ACCEPTANCE

A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

B. Field acceptance of the liner must be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.

C. Groundwater infiltration of the liner must be zero.

D. There must be no evidence of splits, cracks, breaks, lifts, kinks, delaminations, or crazing in the liner.

E. If any defective liner is discovered after it has been installed, it must be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

XIV. RESTORATION OF SURFACE IMPROVEMENTS

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

Standards. Florida Grades and Standards for Nursery Plants, Part 1.

SOD

Sod used for restoration must match the existing sod in the area. St. Augustine sod must be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod must be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod must have well matted roots.

The sod must be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod must be live, fresh and uninjured at the time of planting

The sod must be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod must be planted as soon as possible after being harvested and must be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

PLANTS

Existing damaged plants must be replaced by plants of equal type, quality and size whenever possible. All new plants must be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, insect eggs or larvae. The new plants must be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractor's option, in which case, the plants must be handled and maintained by approved nursery staff.

Plants must be watered and cared for until new growth appears. Dead and dying plants must be immediately replaced.

Plants used must be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants must conform to the sizes indicated by the Owner.

MULCH

Mulch for all planter areas must be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

WATER

The water used in the performance of this Contract must be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

PLANTING MIXTURE

The planting mixture, when required, must consist of a thorough mixture of 40% peat and 60% sand. The peat must be Florihome peat or equivalent and the sand must be clean and free from debris of any kind.

FERTILIZER

Fertilizer must be granular 8-8-8, or equivalent.

Commercial fertilizers must comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications must be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction latest edition and must be in accordance with the project specifications and plans latest edition.

PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract must have a compressive strength of 3000 psi at 28 days and must conform to the requirements of ASTM C150/C150M – 20, Standard Specification for Portland Cement.

LANDSCAPING RESTORATION

All grass areas disturbed by construction must be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work must be restored to a condition equal to or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required must be adequately balled with firm natural balls of soil, sized as set forth in “Grades and Standards". Balls must be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits must be circular in outline and have vertical sides. Tree pits must be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers must have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, must be centered in pits. Deep planting must be avoided and unless otherwise specified, plants must be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms must be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap must be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants must remain wrapped until fully backfilled and then just the upper portion of the burlap must be removed. Backfill of planting mix must be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation must be furnished by the Contractor. The existing irrigation system, where damaged, must be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded must include scarifying and loosening the soil and application of fertilizer.

- Sodding must not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
- The sod must be placed on the prepared surface with edges in close contact and must be firmly and smoothly embedded by light tamping with appropriate tools.
- Where sodding is used in drainage ditches or ponds, the setting of the pieces must 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 must not exceed 6-inches.
- In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod must be tamped so as to produce a featheredge effect.
- On areas where the sod may slide, due to height and slopes, it must be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
- Any pieces of sod which, after placing, show appearance of extreme dryness must be removed from the work.
- The sod must be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor must maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance must include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

TESTS

The Contractor must furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor must pay for all retests.

XV. CURED IN-PLACE-PIPE LINER BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item CIPP Light Cleaning and CCTV Inspection (Bid Item Numbers A-1 to A-5)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ diameter or less of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Medium Cleaning and CCTV Inspection (Bid Item Numbers A-6 to A-10)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of ¼ to ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Heavy Cleaning and CCTV Inspection (Bid Item Numbers A-11 to A-15)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe for the removal of greater than ½ diameter of dirt, debris, roots and other solid and liquid materials to the extent that closed circuit television inspection can be performed. The removal of roots and/or tuberculation would be considered a separate line item.

Payment: must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. A City representative must define the extent of the cleaning to be performed on existing pipes included within a given work authorization.

Bid Item CIPP Root Removal and CCTV Inspection (Bid Item Numbers A-16 – A-20)

Measurement: The quantity for payment must be per Linear Foot of root material cleared as measured along the flow of the pipe.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item CIPP Tuberculation Cleaning and CCTV Inspection (Bid Item Numbers A-21 to A-25)

Measurement: Mechanical Tuberculation/Mineral Deposit Removal must be measured in actual linear feet of storm infrastructure asset mains satisfactorily cleaned by mechanically removing tuberculation/mineral deposit from the interior of the main and de-scaling the main. Measurement must be along the length of the centerline of storm infrastructure asset, which cleaning was performed, between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole and not including the manhole chamber, in accordance with City requirements and specifications.

Payment: Payment will be made at the contract unit price bid per linear feet as stated in the proposal for Mechanical Tuberculation/Mineral Deposit Removal.

Bid Items Furnish & Install Cured-in-Place-Pipe (CIPP) Liner 8-inch to 72-inch (Bid Item Numbers A-26 to A- 142)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation**.**

Bid Items Furnish & Install Cured in Place Liner (CIPP) (12" X 18") to (58" X 91") Elliptical (Bid Item Numbers A-143 to A-205)

Measurement: The quantity for payment must be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than indicated, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment and also includes: existing pipe cleaning, material disposal and videotaping pre and post installation**.**

XVI. MANHOLE REHABILITATION

The Contractor must furnish all labor, materials, equipment, and incidentals required to rehabilitate manholes by providing a cementitious restoration material designed for structural build-back, corrosion resistance, and repairing inverts to design requirements. All materials applied to the structure shall be compatible, as specified by the manufacturer.

REFERENCES

ASTM F2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer

Manholes ASTM C150 Standard Specification for Portland Cement Type I

ASTM C33-86 Standard Specification for Concrete Aggregates

ASTM C78 Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading

ASTM C109/C109M-05 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)

ASTM C157/C157M-06 Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

ASTM C267 Test Methods for Chemical Resistance of Mortars, Grouts and Monolithic Surfacings and Polymer Concretes

ASTM C293-02 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)

ASTM C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C321-00(2005) Standard Test Method for Bond Strength of Chemical-Resistant Mortars

ASTM C348-02 Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars

ASTM C494-86 Standard Specification for Chemical Admixtures for Concrete

ASTM C496/C496M-04e1 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete

Specimens ASTM C666/C666M-03 Standard Test Method for Resistance of Concrete to Rapid Freezing and

Thawing

ASTM C882-05 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear

MANHOLE REPAIR MATERIALS

A. Cementitious Coating Restoration Materials for manhole walls, channels, corbels, chimneys and benches. The Contractor shall install cementitious restoration materials that shall be specifically designed for the rehabilitation of manholes and other related stormwater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for troweling, low-pressure spray or centrifugal spin casting application. All cementitious liners shall be troweled to densify and smooth out the surfaces.

B. Design Requirements.

Repairs may be designed to rehabilitate the existing manhole against corrosion or structural build-back, or a combination of the two. In certain cases, the preparation, certification and submission of design calculations by a registered professional engineer is required for manhole replacement and rehabilitation technologies. All design must be supported by third party testing and documentation for the exact product that is being submitted.

1. A manhole is specified to be structurally replaced, being able to sustain all earth, hydrostatic and dynamic loading without support by the existing structure. Certification and submission of design calculations by a registered professional engineer is required.
2. A manhole is specified to be structurally rebuilt, with build-back materials, or rehabilitated to sustain hydrostatic loading by groundwater. Certification and submission of design calculations by a registered professional engineer is required.
3. A manhole is specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Certification and submission of design calculations by a registered engineer may be required.
4. A manhole is specified to receive a coating to renew mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. The manufacturer's third-party testing will be acceptable for application suitability.
5. A manhole is specified to receive patch repair materials for portions of the manhole. The manufacturer's third-party testing will be acceptable for application suitability.

XVII. MANHOLE REHABILITATION BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Manhole Rehabilitation (Bid Item Numbers C-1 – C-17)

Measurement: The quantity for payment for each item must be per unit of measure listed in the bid form: square foot (SF), Tube, Gallon, Each, or vertical foot (VF) for rehabilitation of the manhole.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

XVIII. ANCILLARY BID ITEMS

Bid Item Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bid Item Ancillary Services – By-Pass Pumping & Dewatering (Bid Item Numbers C-1 to C-10)

Measurement: The quantity for payment must be by pump size for dewatering operations.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, material and equipment for: the by-pass pumping as needed to successfully line and cure the pipe.

Bid Item Ancillary Services – Maintenance of Traffic (MOT) and Variable Message Board (Bid Item Numbers C-11 to C-15)

Measurement: The unit of payment for Maintenance of Traffic (MOT) must include all expenses required for completion of the project per Florida Department of Transportation (FDOT) Index 601, or Index 603. Traffic Control Flagmen and Arrow Boards must be per day and must include two flagmen / Boards (one at each end). Traffic Control Barricades and Lane Dividers must be per linear foot per day. The quantity of payment must be per linear foot of cleaning or lining work item completed plus the Florida Department of Transportation Index 600 required taper length per day of work. A Permit condition of all FDOT Right of Way work is that the work be performed between 7:00 pm and 7:00 am.

Payment: Payment for this item must be per item contract unit price and must be full compensation for all labor, materials and equipment.

END OF SECTION

SEALED BID MAILING LABEL

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	**BID NO: 23-07**
BID TITLE:	**CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES**
DUE DATE/TIME:	**By 10:00AM – November 9, 2023**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City Clerk City of St. Augustine Beach 2200 A1A S St. Augustine FL 32080



END OF DOCUMENT

Bid 23-07 Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services

Bidders	Bidder #1	Bidder #2	Bidder #3	Bidder #4
Bidder's Name & Address	Timothy Rose Contracting, Inc. 825 8th St, Vero Beach, Florida 32962 772-564-7800	Man Con, Inc. 3460 SW 11Th St, Deerfield Beach, Florida 33442 954-427-0230	Gulf Coast Underground, LLC 5655 Middle Road, Theodore, Alabama 36582 251-725-0200	Vortex Services, LLC 5910 Hartford St, Tampa, FL 33619
Total Cost	A: $290,133.80 B: N/A C: $10,530.00 Total: $300,663.80	A: $305,218.87 B: $5,245.75 C: $27,384.89 Total: $337,849.51	Incomplete submission	A: $95,832.75 B: $10,910.00 C: $17,380.00 Total: $124,122.75
Bidders	**Bidder #5**	**Bidder #6**	**Bidder #7**	**Bidder #8**
Bidder's Name & Address	Atlantic Pipe Services, LLC 1420 Martin Luther King Jr, Blvd, Sanford, Florida 32771 407-792-1360	Insituform Technologies, LLC 580 Goddard Ave, Chesterfield, MO 63005	Inliner Solutions, LLC 2531 Jewett Ln, Sanford, Florida 32771 407-472-0014	Hinterland Group Inc. 2051 W Blue Heron Blvd, Riviera Beach, Florida 33404 561-640-3503
Total Cost	A: $307,003.84 B: $8,797.13 C: $10,851.90 Total: $326,652.87	A: $203,293.90 B: $27,734.40 C: $37,040.10 Total: $268,068.40	A: $224,509.00 B: $14,413.00 C: $6,594.00 Total: $245,516.00	A: $337,525.00 B: $23,957.00 C: $6,750.00 Total: $368,232.00

Bid opening was conducted on Thursday, November 9, 2023, at 10:08 a.m. at City Hall by City Clerk Dariana Fitzgerald. Bids were opened, and amounts noted were read aloud. Bid opening adjourned at approximately 10:18 a.m. Opening was also attended by: City Manager Max Royle, Engineering Director Jason Sparks, and Administrative Assistant Melissa Keenan.

City of St. Augustine Beach

CITY MGR. (904) 471-2122
FAX (904) 471-4108

ENGINEERING (904) 484-9126
jsparks@cityofsab.org

ADDENDUM #1

October 31, 2023

To: **Prospective Respondents**
From: **City of St. Augustine Beach**
Subject: **BID #23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services**

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

Questions/Answers:
The City provides the following answers to the questions submitted below:

1. Does the City intend to issue multiple contracts for this project?
   Answer: Yes. See pages 9 and 20 of the bid document.

2. What is the City's annual budget for this project?
   Answer: Approximately $100,000/year, minimum.

3. Hello, can bidders bid on individual groups, or must a bidder bid on every item?
   Answer: See p23, Attachment A: "Bidders are NOT required to bid each item. Enter "No Bid" in place of the unit prices for each item you are not submitting pricing. Award will be based on the Total Unit Price Bid for items A-1 through C-15, with the intent to award multi-year contracts to more than one Bidder."

4. Provide bid tabulation from previous contract.
   Answer: There is no previous contract.

5. Is Bid No: 23-07 for Storm Systems only or will this pertain to Sanitary Sewer also?
   Answer: Storm systems only.

6. The bid references the ASTM F2551 which is for sanitary sewer.

   Answer: Disregard all references to Sanitary Sewer, including ASTM F2551 on p64: REFERENCES: ~~ASTM F2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer.~~

7. What are the approved products pertaining to the MH rehabilitation portion of the project bid?

   Answer: See XVI. MANHOLE REHABILITATION, MANHOLE REPAIR MATERIALS, A.

8. What are the specific testing requirements pertaining to the MH rehabilitation portion of the project.?

   Answer: See XVI. MANHOLE REHABILITATION, MANHOLE REPAIR MATERIALS, B.

9. Can the city please provide the full bid tabs for a project of similar nature before this project bid to all bidders?

   Answer: The City has no projects of similar nature.

10. I'd welcome the opportunity to meet with you to see if our company could possible bid as an alternative to CIPP?

    Answer: See p5 SUBSTITUTIONS.

11. Will ASTM F2019 (Ultra Violet Glass Reinforced Pipe) be accepted as "an equal" for F2016 (Felt) for this project??

    Answer: See p5 SUBSTITUTIONS.

12. Is there a Pre-Bid Meeting Scheduled??

    Answer: No.

13. If we submit bid electronically, do you still need an original bid bond mailed?

    Answer: Yes.

14. What is the Engineer's Estimate (budget)?

    Answer: None. Bid is for continuing services contracts with multiple companies..

15. What is the contract term? Substantial and Final Completion Time?

    Answer: See p11, CONTRACT DURATION & RENEWAL. 3 years with option for one two year renewal.

16. Are there plans or drawings?

    Answer: No.

17. Could you please expand on the anticipated "Grant Administration" services included within the Environmental Services listing?

    Answer: As part of a requested scope of services/proposal, Consultant assists City with obtaining and/or managing/administering federal or state funded grants.

18. Bid Item A-28 is not industry standard.

    Answer: Delete Attachment A, p24, Item I-28 :

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	**Description**	**Unit of Measure**	**Extension**
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	$
A-27	7.5 mm normal thickness (.295)	LF	$
~~A-28~~	~~9.0 mm normal thickness (.354)~~	~~LF~~	~~$~~
A-29	Sectional Liner, 8' long	EA	$

19. We have another question concerning the Bypass Pumping & Dewatering, Pay Item referenced Below. Specification states this item is by pump size for dewatering operation. Typical dewatering pump sizes start at 2",4" 6", etc. Can these pump sizes be added?

    Answer: No. Bid is to reflect unit pricing per (X) lineal foot of (Y) diameter pipe for full compensation for all labor, material and equipment to by-pass pump (and dewater) as needed to successfully line and cure the pipe.

20. There doesn't appear to be any 10inch diameter CIPP Lining/ sectional items, Can these be added??

    Answer: 10-inch stormwater drainage pipes do not exist in the system. No.

21. Can the above mentioned bid be submitted electronically through DemandStar?

    Answer: Yes.

22. Does the City require the original bid bond or can we upload a copy if bid submission can be submitted electronically?

    Answer: Original must be submitted.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS:
THURSDAY, November 9, 2023 AT 10:00 AM EST

Respondent Acknowledgment

_____
Signature

_____
Printed Name/Title

_____
Respondent Company Name

END OF ADDENDUM
NO. 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2024

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			
Alliant Insurance Services Houston, LLC 1330 Post Oak Blvd., Suite 300 Houston, TX 77056	CONTACT NAME:	Brett Sauer	
	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No): 602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Greenwich Insurance Company	22322
INSURED Inliner Solutions, LLC 4520 and 4804 N State Road 37 Orleans, IN 47452	INSURER B:	XL Specialty Insurance Company	37885
	INSURER C:	Indian Harbor Insurance Company	36940
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:			CGD740922011	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS			CAD740922111	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740921911	04/01/2024	04/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	OTHER CONTRACTORS POLLUTION			CEO742145502	04/01/2024	04/01/2025	EACH LOSS AGGREGATE	$ 10,000,000 $ 10,000,000

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

Re: All Work Performed for City of Cocoa as required by written contract. City of Cocoa. The General Liability and Commercial Auto policies include blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The Auto, General Liability, and Workers Compensation policies include a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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 FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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.

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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.

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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 FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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 the endorsement.

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

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2024

SCHEDULE

Insurance Company:	**Greenwich Insurance Company**
Policy Number: CAD740922111	**Effective Date:** April 1, 2024
Expiration Date: April 1, 2025	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 8686 NEW TRAILS DRIVE, SUITE 115 THE WOODLANDS, TX 77381	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	**$**2,000,000	**Each "Accident"**
Comprehensive	**$**25,000	**Deductible For Each Covered "Leased Auto"**
Collision	**$**25,000	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$**	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

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.)

Endorsement Effective April 1, 2024 Policy No. CWD740921911 Endorsement No.

Insured IPR ACQUISITIONCO, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© **1983 National Council on Compensation Insurance.**

ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2024, forms a part of

Policy No. CGD740922011 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2024, forms a part of

Policy No. CAD740922111 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY		30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2024 forms a part of

Policy No. CWD740921911 issued to IPR ACQUISITIONCO, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.	AS PER SCHEDULE ON FILE WITH COMPANY.	30

All other terms and conditions of the 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.)

Endorsement Effective April 1, 2024 Policy No. CWD740921911 Endorsement No.
Insured IPR ACQUISITIONCO, INC. Premium $ Included

Insurance Company Countersigned by _____
XL Specialty Insurance Company

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City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080
www.staugbch.com

Interoffice Memorandum

Date: November 20, 2023

From: Jason D. Sparks P.E., City Engineer

To: Max Royle, City Manager

Subject: Bid #23-07 Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services

On November 9, 2023, bids were received in response to the City's advertised Bid #23-07 Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services.

Upon completing the responsiveness review, the City Public Works/Engineering Department recommends awarding contracts to:

Contractor
Hinterland Group, Inc.
Inliner Solutions, LLC
Man-Con, Inc.
Timothy Rose Contracting, Inc.
Vortex Services, LLC

See enclosed 23-07 bid tabulation of unit pricing. Public Works/Engineering will coordinate with the City Attorney for contract review and execution.

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
A. CURED-IN-PLACE PIPE (CIPP)							
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection							
Item	**Description**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**
	Light Cleaning and CCTV Inspection						
A-1	8" - 12" diameter	LF	$ 4.00	$ 3.00	$ 3.35	$ 5.25	$ 5.00
A-2	14" - 18 " diameter	LF	$ 6.00	$ 4.00	$ 4.55	$ 6.25	$ 6.00
A-3	20" - 24" diameter	LF	$ 8.00	$ 5.00	$ 5.80	$ 6.75	$ 10.00
A-4	27" - 42" diameter	LF	$ 10.00	$ 10.00	$ 14.85	$ 11.00	$ 14.00
A-5	48" - 72" diameter	LF	$ 15.00	$ 26.00	$ 32.05	$ 19.00	$ 17.00
	Medium Cleaning and CCTV Inspection						
A-6	8" - 12" diameter	LF	$ 4.00	$ 3.00	$ 3.35	$ 6.25	$ 10.00
A-7	14" - 18" diameter	LF	$ 6.00	$ 4.00	$ 4.55	$ 8.25	$ 15.00
A-8	20" - 24" diameter	LF	$ 10.00	$ 6.00	$ 5.80	$ 9.25	$ 22.00
A-9	27" - 42" diameter	LF	$ 12.00	$ 13.00	$ 14.85	$ 12.75	$ 27.00
A-10	48" - 72" diameter	LF	$ 24.00	$ 35.00	$ 32.05	$ 20.25	$ 35.00
	Heavy Cleaning and CCTV Inspection						
A-11	8" - 12 " diameter	LF	$ 9.00	$ 4.00	$ 5.65	$ 6.75	$ 15.00
A-12	14" - 18" diameter	LF	$ 9.00	$ 5.00	$ 6.50	$ 11.00	$ 22.50
A-13	20" - 24" diameter	LF	$ 15.00	$ 8.00	$ 7.30	$ 12.75	$ 40.00
A-14	27" - 42" diameter	LF	$ 18.00	$ 26.00	$ 15.65	$ 18.50	$ 55.00
A-15	48" - 72" diameter	LF	$ 45.00	$ 53.00	$ 41.70	$ 30.75	$ 95.00
	Root Removal and CCTV Inspection						
A-16	8" - 12" diameter	LF	$ 9.00	$ 13.00	$ 5.65	NO BID	$ 10.00
A-17	14" - 18" diameter	LF	$ 9.00	$ 16.00	$ 6.50	NO BID	$ 15.00
A-18	20" - 24" diameter	LF	$ 15.00	$ 20.00	$ 7.30	NO BID	$ 20.00
A-19	27" - 42" diameter	LF	$ 18.00	$ 26.00	$ 15.65	NO BID	$ 25.00
A-20	48" - 72" diameter	LF	$ 60.00	$ 39.00	$ 41.70	NO BID	$ 30.00

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	Tuberculation Cleaning and CCTV Inspection						
A-21	8" - 12" diameter	LF	$ 15.00	$ 79.00	$ 7.80	NO BID	$ 35.00
A-22	14" - 18" diameter	LF	$ 18.00	$ 98.00	$ 8.85	NO BID	$ 50.00
A-23	20" - 24" diameter	LF	$ 24.00	$ 131.00	$ 10.00	NO BID	$ 75.00
A-24	27" - 42" diameter	LF	$ 30.00	$ 196.00	$ 18.30	NO BID	$ 100.00
A-25	48" - 72" diameter	LF	$ 45.00	$ 393.00	$ 43.85	NO BID	$ 150.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
	8" diameter CIPP Liner						
A-26	6.0 mm normal thickness (.236)	LF	$ 60.00	$ 45.00	$ 57.90	$ 45.00	$ 55.00
A-27	7.5 mm normal thickness (.295)	LF	$ 60.00	$ 48.00	$ 57.90	$ 47.50	$ 60.00
A-28	~~9.0 mm normal thickness (.354)~~	~~LF~~	~~$ 60.00~~	~~$~~	~~$~~	~~$ 51.00~~	
A-29	Sectional Liner, 8' long	EA	$ 5,000.00	$ 4,500.00	$ 4,576.20	$ 4,200.00	$ 3,850.00
	12" diameter CIPP Liner						
A-30	6.0 mm normal thickness (.236)	LF	$ 69.00	$ 55.00	$ 96.95	$ 50.50	$ 65.00
A-31	7.5 mm normal thickness (.295)	LF	$ 69.00	$ 60.00	$ 102.75	$ 60.00	$ 70.00
A-32	9.0 mm normal thickness (.354)	LF	$ 72.00	$ 65.00	$ 109.95	$ 64.00	$ 75.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$ 3.00	$ 6.00	$ 4.35	$ 3.00	$ 4.00
A-34	Sectional Liner, 8' long	EA	$ 7,500.00	$ 4,500.00	$ 5,411.85	$ 4,800.00	$ 4,800.00
	15" diameter CIPP Liner						
A-35	6.0 mm normal thickness (.236)	LF	$ 63.00	$ 65.00	$ 109.25	$ 68.00	$ 135.00
A-36	7.5 mm normal thickness (.295)	LF	$ 69.00	$ 71.00	$ 117.20	$ 72.00	$ 140.00
A-37	9.0 mm normal thickness (.354)	LF	$ 72.00	$ 77.00	$ 124.45	$ 77.00	$ 145.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$ 3.00	$ 6.00	$ 5.05	$ 3.00	$ 4.50
A-39	Sectional Liner, 8' long	EA	$ 7,500.00	$ 4,900.00	$ 5,889.40	$ 5,200.00	$ 5,600.00

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	18" diameter CIPP Liner						
A-40	6.0 mm normal thickness (.236)	LF	$ 85.00	$ 75.00	$ 123.35	$ 78.00	$ 150.00
A-41	7.5 mm normal thickness (.295)	LF	$ 88.00	$ 85.00	$ 133.10	$ 82.50	$ 157.00
A-42	9.0 mm normal thickness (.354)	LF	$ 96.00	$ 90.00	$ 142.55	$ 88.00	$ 165.00
A-43	10.5 mm normal thickness (.413)	LF	$ 99.00	$ 97.00	$ 151.95	$ 97.00	$ 170.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	$ 3.00	$ 7.00	$ 10.15	$ 3.50	$ 5.00
A-45	Sectional Liner, 8' long	EA	$ 9,000.00	$ 5,200.00	$ 6,366.90	$ 6,000.00	$ 6,500.00
	21" diameter CIPP Liner						
A-46	6.0 mm normal thickness (.236)	LF	$ 81.00	$ 87.00	$ 147.60	$ 97.00	$ 164.00
A-47	7.5 mm normal thickness (.295)	LF	$ 90.00	$ 96.00	$ 159.15	$ 98.00	$ 170.00
A-48	9.0 mm normal thickness (.354)	LF	$ 105.00	$ 105.00	$ 170.75	$ 106.50	$ 175.00
A-49	10.5 mm normal thickness (.413)	LF	$ 108.00	$ 112.00	$ 185.20	$ 111.00	$ 184.00
A-50	12.0 mm normal thickness (.472)	LF	$ 112.00	$ 119.00	$ 193.90	$ 119.50	$ 190.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	$ 5.00	$ 7.00	$ 8.70	$ 4.00	$ 5.50
A-52	Sectional Liner, 8' long	EA	$ 9,600.00	$ 6,500.00	$ 7,162.75	$ 7,000.00	No BID
	24" diameter CIPP Liner						
A-53	9.0 mm normal thickness (.354)	LF	$ 130.00	$ 112.00	$ 186.65	$ 116.00	$ 200.00
A-54	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 122.00	$ 202.60	$ 123.50	$ 210.00
A-55	12.0 mm normal thickness (.472)	LF	$ 140.00	$ 130.00	$ 212.70	$ 131.50	$ 217.00
A-56	13.5 mm normal thickness (.531)	LF	$ 142.00	$ 139.00	$ 225.75	$ 149.50	$ 224.00
A-57	15.0 mm normal thickness (.591)	LF	$ 145.00	$ 151.00	$ 240.20	$ 157.50	$ 238.00
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 8.00	$ 9.00	$ 10.15	$ 6.00	$ 6.00
A-59	Sectional Liner, 8' long	EA	$ 12,000.00	$ 6,500.00	$ 7,958.60	$ 7,800.00	No BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	27" diameter CIPP Liner						
A-60	9.0 mm normal thickness (.354)	LF	$ 130.00	$ 124.00	$ 202.60	$ 112.50	$ 210.00
A-61	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 136.00	$ 217.05	$ 113.00	$ 220.00
A-62	12.0 mm normal thickness (.472)	LF	$ 140.00	$ 145.00	$ 231.50	$ 127.00	$ 227.00
A-63	13.5 mm normal thickness (.531)	LF	$ 142.00	$ 155.00	$ 247.45	$ 138.00	$ 235.00
A-64	15.0 mm normal thickness (.591)	LF	$ 145.00	$ 168.00	$ 264.10	$ 150.25	$ 251.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 8.00	$ 10.00	$ 10.85	$ 7.00	$ 6.25
A-66	Sectional Liner, 8' long	EA	$ 12,000.00	$ 6,500.00	$ 8,754.50	$ 8,500.00	NO BID
	30" diameter CIPP Liner						
A-67	9.0 mm normal thickness (.354)	LF	$ 155.00	$ 138.00	$ 221.40	$ 150.50	$ 230.00
A-68	10.5 mm normal thickness (.413)	LF	$ 185.00	$ 147.00	$ 238.75	$ 157.50	$ 238.00
A-69	12.0 mm normal thickness (.472)	LF	$ 190.00	$ 157.00	$ 253.25	$ 161.00	$ 245.00
A-70	13.5 mm normal thickness (.531)	LF	$ 195.00	$ 168.00	$ 271.30	$ 163.00	$ 256.00
A-71	15.0 mm normal thickness (.591)	LF	$ 205.00	$ 184.00	$ 285.05	$ 199.00	$ 270.00
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 9.00	$ 10.00	$ 12.65	$ 7.50	$ 6.75
A-73	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,000.00	$ 9,948.30	$ 9,000.00	NO BID
	36" diameter CIPP Liner						
A-74	10.5 mm normal thickness (.413)	LF	$ 205.00	$ 172.00	$ 280.75	$ 167.50	$ 300.00
A-75	12.0 mm normal thickness (.472)	LF	$ 210.00	$ 184.00	$ 301.00	$ 169.00	$ 310.00
A-76	13.5 mm normal thickness (.531)	LF	$ 215.00	$ 199.00	$ 321.25	$ 180.50	$ 320.00
A-77	15.0 mm normal thickness (.591)	LF	$ 220.00	$ 217.00	$ 340.05	$ 196.00	$ 340.00
A-78	16.5 mm normal thickness (.650)	LF	$ 225.00	$ 228.00	$ 357.40	$ 212.00	$ 350.00
A-79	18.0 mm normal thickness (.709)	LF	$ 235.00	$ 243.00	$ 380.55	$ 228.00	$ 360.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 10.00	$ 12.00	$ 14.45	$ 9.00	$ 7.00
A-81	Sectional Liner, 8' long	EA	$ 15,000.00	$ 7,700.00	$ 11,142.07	$ 9,900.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	42" diameter CIPP Liner						
A-82	10.5 mm normal thickness (.413)	LF	$ 220.00	$ 204.00	$ 324.15	$ 210.75	$ 412.00
A-83	12.0 mm normal thickness (.472)	LF	$ 230.00	$ 216.00	$ 348.75	$ 212.00	$ 427.00
A-84	13.5 mm normal thickness (.531)	LF	$ 270.00	$ 233.00	$ 369.00	$ 221.25	$ 443.00
A-85	15.0 mm normal thickness (.591)	LF	$ 275.00	$ 255.00	$ 397.95	$ 233.50	$ 470.00
A-86	16.5 mm normal thickness (.650)	LF	$ 280.00	$ 269.00	$ 419.65	$ 244.50	$ 480.00
A-87	18.0 mm normal thickness (.709)	LF	$ 290.00	$ 287.00	$ 439.90	$ 261.00	$ 495.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 12.00	$ 14.00	$ 16.65	$ 10.00	$ 8.00
A-89	Sectional Liner, 8' long	EA	$ 15,000.00	$ 8,500.00	$ 11,937.94	$ 11,500.00	NO BID
	48" diameter CIPP Liner						
A-90	12.0 mm normal thickness (.472)	LF	$ 250.00	$ 247.00	$ 393.60	$ 268.50	$ 493.00
A-91	13.5 mm normal thickness (.531)	LF	$ 265.00	$ 267.00	$ 419.65	$ 279.50	$ 515.00
A-92	15.0 mm normal thickness (.591)	LF	$ 360.00	$ 292.00	$ 444.25	$ 293.50	$ 537.00
A-93	16.5 mm normal thickness (.650)	LF	$ 375.00	$ 306.00	$ 471.70	$ 308.00	$ 560.00
A-94	18 .0 mm normal thickness (.709)	LF	$ 400.00	$ 327.00	$ 494.90	$ 316.00	$ 575.00
A-95	19.5 mm normal thickness (.768)	LF	$ 410.00	$ 348.00	$ 529.60	$ 327.25	$ 595.00
A-96	21 .0 mm normal thickness (.827)	LF	$ 415.00	$ 363.00	$ 552.75	$ 335.00	$ 610.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 12.00	$ 17.00	$ 18.10	$ 11.00	$ 9.50
A-98	Sectional Liner, 8' long	EA	$ 18,000.00	$ 9,900.00	$ 12,733.80	$ 13,000.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	52" diameter CIPP Liner						
A-99	10.5 mm normal thickness (.413)	LF	$ 250.00	$ 267.00	$ 468.85	$ 320.00	$ 500.00
A-100	12.0 mm normal thickness (.472)	LF	$ 265.00	$ 282.00	$ 496.35	$ 325.00	$ 530.00
A-101	13.5 mm normal thickness (.531)	LF	$ 360.00	$ 303.00	$ 525.25	$ 325.00	$ 560.00
A-102	15.0 mm normal thickness (.591)	LF	$ 375.00	$ 331.00	$ 561.45	$ 330.00	$ 580.00
A-103	16.5 mm normal thickness (.650)	LF	$ 400.00	$ 348.00	$ 600.50	$ 335.00	$ 595.00
A-104	18.0 mm normal thickness (.709)	LF	$ 410.00	$ 371.00	$ 629.45	$ 345.00	$ 615.00
A-105	19.5 mm normal thickness (.768)	LF	$ 415.00	$ 394.00	$ 659.85	$ 355.00	$ 660.00
A-106	21.0 mm normal thickness (.827)	LF	$ 420.00	$ 412.00	$ 694.55	$ 365.00	$ 675.00
A-107	22.5 mm normal thickness (.886)	LF	$ 425.00	$ 441.00	$ 730.75	$ 375.00	$ 695.00
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 19.00	$ 21.00	$ 12.00	$ 11.00
A-109	Sectional Liner, 8' long	EA	$ 18,000.00	$ 11,900.00	$ 13,529.66	$ 17,000.00	NO BID
	54" diameter CIPP Liner						
A-110	10.5 mm normal thickness (.413)	LF	$ 265.00	$ 268.00	$ 468.85	$ 340.00	$ 750.00
A-111	12.0 mm normal thickness (.472)	LF	$ 275.00	$ 283.00	$ 496.35	$ 340.00	$ 795.00
A-112	13.5 mm normal thickness (.531)	LF	$ 290.00	$ 304.00	$ 525.25	$ 345.00	$ 820.00
A-113	15.0 mm normal thickness (.591)	LF	$ 380.00	$ 332.00	$ 561.45	$ 355.00	$ 845.00
A-114	16.5 mm normal thickness (.650)	LF	$ 390.00	$ 349.00	$ 600.50	$ 375.00	$ 860.00
A-115	18.0 mm normal thickness (.709)	LF	$ 405.00	$ 372.00	$ 629.45	$ 380.00	$ 890.00
A-116	19.5 mm normal thickness (.768)	LF	$ 415.00	$ 395.00	$ 659.85	$ 390.00	$ 940.00
A-117	21.0 mm normal thickness (.827)	LF	$ 425.00	$ 413.00	$ 694.55	$ 405.00	$ 960.00
A-118	22.5 mm normal thickness (.886)	LF	$ 430.00	$ 442.00	$ 730.75	$ 425.00	$ 995.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 12.00	$ 19.00	$ 21.00	$ 13.00	$ 13.50
A-120	Sectional Liner, 8' long	EA	$ 18,000.00	$ 11,900.00	$ 15,121.38	$ 18,500.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	60" diameter CIPP Liner						
A-121	10.5 mm normal thickness (.413)	LF	$ 450.00	$ 305.00	$ 565.80	$ 430.00	$ 850.00
A-122	12.0 mm normal thickness (.472)	LF	$ 480.00	$ 336.00	$ 596.15	$ 440.00	$ 910.00
A-123	13.5 mm normal thickness (.531)	LF	$ 490.00	$ 349.00	$ 630.90	$ 455.00	$ 940.00
A-124	15.0 mm normal thickness (.591)	LF	$ 500.00	$ 379.00	$ 662.75	$ 475.00	$ 965.00
A-125	16.5 mm normal thickness (.650)	LF	$ 530.00	$ 399.00	$ 693.10	$ 490.00	$ 985.00
A-126	18.0 mm normal thickness (.709)	LF	$ 575.00	$ 425.00	$ 727.15	$ 510.00	$ 1,015.00
A-127	19.5 mm normal thickness (.768)	LF	$ 600.00	$ 451.00	$ 764.05	$ 525.00	$ 1,070.00
A-128	21.0 mm normal thickness (.827)	LF	$ 615.00	$ 466.00	$ 802.35	$ 550.00	$ 1,095.00
A-129	22.5 mm normal thickness (.886)	LF	$ 630.00	$ 497.00	$ 838.55	$ 570.00	$ 1,130.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 24.00	$ 34.70	$ 14.00	$ 16.50
A-131	Sectional Liner, 8' long	EA	$ 18,000.00	$ 13,000.00	$ 17,508.97	$ 20,000.00	NO BID
	72" diameter CIPP Liner						
A-132	10.5 mm normal thickness (.413)	LF	$ 550.00	$ 376.00	$ 814.65	$ 610.00	$ 1,485.00
A-133	12.0 mm normal thickness (.472)	LF	$ 575.00	$ 376.00	$ 824.80	$ 620.00	$ 1,550.00
A-134	13.5 mm normal thickness (.531)	LF	$ 590.00	$ 406.00	$ 869.65	$ 640.00	$ 1,560.00
A-135	15.0 mm normal thickness (.591)	LF	$ 610.00	$ 442.00	$ 915.95	$ 660.00	$ 1,590.00
A-136	16.5 mm normal thickness (.650)	LF	$ 800.00	$ 465.00	$ 959.35	$ 680.00	$ 1,615.00
A-137	18.0 mm normal thickness (.709)	LF	$ 820.00	$ 496.00	$ 1,008.55	$ 700.00	$ 1,640.00
A-138	19.5 mm normal thickness (.768)	LF	$ 830.00	$ 528.00	$ 1,057.75	$ 710.00	$ 1,680.00
A-139	21.0 mm normal thickness (.827)	LF	$ 835.00	$ 549.00	$ 1,107.00	$ 725.00	$ 1,710.00
A-140	22.5 mm normal thickness (.886)	LF	$ 845.00	$ 586.00	$ 1,148.95	$ 750.00	$ 1,740.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$ 15.00	$ 27.00	$ 36.20	$ 16.00	$ 18.00
A-142	Sectional Liner, 8' long	EA	$ 21,000.00	$ 17,400.00	$ 21,488.28	$ 24,800.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(12" X 18") Elliptical CIPP Liner						
A-143	9.0 mm normal thickness (.354)	LF	$ 63.00	$ 71.00	$ 124.45	$ 77.00	$ 135.00
A-144	10.5 mm normal thickness (.413)	LF	$ 63.00	$ 78.00	$ 133.10	$ 85.00	$ 140.00
A-145	12.0 mm normal thickness (.472)	LF	$ 69.00	$ 82.00	$ 144.70	$ 95.00	$ 145.00
A-146	13.5 mm normal thickness (.531)	LF	$ 72.00	$ 88.00	$ 154.80	$ 105.00	$ 155.00
A-147	15.0 mm normal thickness (.591)	LF	$ 75.00	$ 95.00	$ 163.50	$ 115.00	$ 165.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 6.00	$ 9.40	$ 3.75	$ 3.00
A-149	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,400.00	$ 6,366.90	$ 5,900.00	NO BID
	(14" X 18") Elliptical CIPP Liner						
A-150	9.0 mm normal thickness (.354)	LF	$ 63.00	$ 86.00	$ 124.45	$ 80.00	$ 150.00
A-151	10.5 mm normal thickness (.413)	LF	$ 63.00	$ 93.00	$ 133.10	$ 90.00	$ 155.00
A-152	12.0 mm normal thickness (.472)	LF	$ 69.00	$ 99.00	$ 144.70	$ 95.00	$ 160.00
A-153	13.5 mm normal thickness (.531)	LF	$ 72.00	$ 106.00	$ 154.80	$ 105.00	$ 165.00
A-154	15.0 mm normal thickness (.591)	LF	$ 75.00	$ 114.00	$ 163.50	$ 115.00	$ 175.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 6.00	$ 9.40	$ 4.00	$ 3.50
A-156	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,400.00	$ 7,162.75	$ 6,800.00	NO BID
	(14" X 23") Elliptical CIPP Liner						
A-157	9.0 mm normal thickness (.354)	LF	$ 65.00	$ 90.00	$ 142.55	$ 90.00	$ 155.00
A-158	10.5 mm normal thickness (.413)	LF	$ 65.00	$ 97.00	$ 153.40	$ 100.00	$ 160.00
A-159	12.0 mm normal thickness (.472)	LF	$ 72.00	$ 103.00	$ 167.85	$ 105.00	$ 170.00
A-160	13.5 mm normal thickness (.531)	LF	$ 74.00	$ 110.00	$ 178.00	$ 110.00	$ 175.00
A-161	15.0 mm normal thickness (.591)	LF	$ 77.00	$ 117.00	$ 191.00	$ 120.00	$ 185.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 5.00	$ 7.00	$ 9.40	$ 4.25	$ 4.00
A-163	Sectional Liner, 8' long	EA	$ 7,500.00	$ 5,700.00	$ 8,754.50	$ 6,800.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(19" X 30") Elliptical CIPP Liner						
A-164	9.0 mm normal thickness (.354)	LF	$ 135.00	$ 112.00	$ 186.65	$ 118.00	$ 200.00
A-165	10.5 mm normal thickness (.413)	LF	$ 138.00	$ 122.00	$ 202.60	$ 125.00	$ 210.00
A-166	12.0 mm normal thickness (.472)	LF	$ 141.00	$ 130.00	$ 212.70	$ 135.00	$ 217.00
A-167	13.5 mm normal thickness (.531)	LF	$ 145.00	$ 139.00	$ 225.75	$ 150.00	$ 224.00
A-168	15.0 mm normal thickness (.591)	LF	$ 148.00	$ 151.00	$ 240.20	$ 165.00	$ 238.00
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$ 6.00	$ 9.00	$ 10.15	$ 6.00	$ 6.00
A-170	Sectional Liner, 8' long	EA	$ 12,000.00	$ 7,000.00	$ 9,550.35	$ 7,500.00	NO BID
	(24" X 38") Elliptical CIPP Liner						
A-171	10.5 mm normal thickness (.413)	LF	$ 180.00	$ 147.00	$ 238.75	$ 160.00	$ 240.00
A-172	12.0 mm normal thickness (.472)	LF	$ 185.00	$ 157.00	$ 253.25	$ 165.00	$ 245.00
A-173	13.5 mm normal thickness (.531)	LF	$ 190.00	$ 168.00	$ 271.30	$ 170.00	$ 256.00
A-174	15.0 mm normal thickness (.591)	LF	$ 195.00	$ 184.00	$ 285.05	$ 200.00	$ 270.00
A-175	16.5 mm normal thickness (.650)	LF	$ 205.00	$ 192.00	$ 302.40	$ 215.00	$ 280.00
A-176	18.0 mm normal thickness (.709)	LF	$ 210.00	$ 205.00	$ 319.80	$ 225.00	$ 290.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$ 9.00	$ 10.00	$ 11.60	$ 8.00	$ 6.75
A-178	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,000.00	$ 11,142.07	$ 9,000.00	NO BID
	(29" X 45") Elliptical CIPP Liner						
A-179	12.0 mm normal thickness (.472)	LF	$ 185.00	$ 186.00	$ 301.00	$ 180.00	$ 310.00
A-180	13.5 mm normal thickness (.531)	LF	$ 190.00	$ 200.00	$ 321.25	$ 185.00	$ 330.00
A-181	15.0 mm normal thickness (.591)	LF	$ 195.00	$ 218.00	$ 340.05	$ 199.00	$ 340.00
A-182	16.5 mm normal thickness (.650)	LF	$ 205.00	$ 230.00	$ 357.40	$ 215.00	$ 350.00
A-183	18 .0 mm normal thickness (.709)	LF	$ 210.00	$ 245.00	$ 380.55	$ 230.00	$ 360.00
A-184	19.5 mm normal thickness (.768)	LF	$ 215.00	$ 260.00	$ 399.55	$ 247.00	$ 375.00
A-185	21 .0 mm normal thickness (.827)	LF	$ 220.00	$ 272.00	$ 419.65	$ 260.00	$ 385.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 9.00	$ 12.00	$ 14.45	$ 9.00	$ 7.00
A-187	Sectional Liner, 8' long	EA	$ 13,000.00	$ 7,700.00	$ 12,733.80	$ 10,000.00	NO BID

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
	(38" X 60") Elliptical CIPP Liner						
A-188	12.0 mm normal thickness (.472)	LF	$ 265.00	$ 251.00	$ 496.35	$ 320.00	$ 515.00
A-189	13.5 mm normal thickness (.531)	LF	$ 280.00	$ 270.00	$ 525.25	$ 330.00	$ 537.00
A-190	15.0 mm normal thickness (.591)	LF	$ 360.00	$ 295.00	$ 561.45	$ 330.00	$ 560.00
A-191	16.5 mm normal thickness (.650)	LF	$ 375.00	$ 310.00	$ 600.50	$ 340.00	$ 575.00
A-192	18 .0 mm normal thickness (.709)	LF	$ 400.00	$ 330.00	$ 629.45	$ 350.00	$ 595.00
A-193	19.5 mm normal thickness (.768)	LF	$ 410.00	$ 351.00	$ 659.85	$ 365.00	$ 610.00
A-194	21 .0 mm normal thickness (.827)	LF	$ 415.00	$ 366.00	$ 694.55	$ 380.00	$ 630.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 12.00	$ 17.00	$ 20.60	$ 12.00	$ 9.50
A-196	Sectional Liner, 8' long	EA	$ 18,000.00	$ 9,900.00	$ 14,325.53	$ 14,500.00	NO BID
	(58" X 91") Elliptical CIPP Liner						
A-197	12.0 mm normal thickness (.472)	LF	$ 575.00	$ 409.00	$ 824.80	NO BID	$ 1,550.00
A-198	13.5 mm normal thickness (.531)	LF	$ 590.00	$ 442.00	$ 869.65	NO BID	$ 1,560.00
A-199	15.0 mm normal thickness (.591)	LF	$ 610.00	$ 483.00	$ 915.95	$ 665.00	$ 1,590.00
A-200	16.5 mm normal thickness (.650)	LF	$ 750.00	$ 507.00	$ 959.35	$ 690.00	$ 1,615.00
A-201	18 .0 mm normal thickness (.709)	LF	$ 775.00	$ 543.00	$ 1,008.55	$ 720.00	$ 1,640.00
A-202	19.5 mm normal thickness (.768)	LF	$ 800.00	$ 576.00	$ 1,057.75	$ 760.00	$ 1,680.00
A-203	21 .0 mm normal thickness (.827)	LF	$ 810.00	$ 602.00	$ 1,107.00	$ 790.00	$ 1,710.00
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$ 15.00	$ 34.00	$ 36.20	$ 16.00	$ 18.00
A-205	Sectional Liner, 8' long	EA	$ 21,000.00	$ 16,000.00	$ 17,508.97	$ 26,000.00	NO BID
A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)			**$ 337,526.00**	**$ 224,509.00**	**$ 305,219.07**	**$ 290,133.75**	**$ 95,832.75**

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
B. MANHOLE REHABILITATION							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
B-1	Chemical Grout Injection (Small)	TUBE	$ 400.00	$ 347.00	$ 253.25	NO BID	$ 220.00
B-2	Chemical Grout Injection (Large)	GAL	$ 700.00	$ 444.00	$ 87.55	NO BID	$ 750.00
B-3	Repair Wall w/ High Strength Mortar (Average 2” Depth)	SF	$ 35.00	$ 31.00	$ 39.00	NO BID	$ 45.00
B-4	Coat New Sanitary Sewer Manhole	SF	$ 32.00	$ 29.00	$ 31.85	NO BID	$ 65.00
B-5	Coat Existing Sanitary Sewer Manhole	SF	$ 35.00	$ 29.00	$ 38.20	NO BID	$ 65.00
B-6	Coat Existing Wetwell	SF	$ 40.00	$ 29.00	$ 38.20	NO BID	$ 65.00
B-7	Interior Manhole Coating/Lining Repair	SF	$ 65.00	$ 13.00	$ 46.15	NO BID	$ 125.00
B-8	Manhole Test	EA	$ 50.00	$ 20.00	$ 15.90	NO BID	$ 25.00
B-9	Concrete Adjustment Rings (0”-12")	EA	$ 3,500.00	$ 1,184.00	$ 119.40	NO BID	$ 50.00
B-10	Concrete Adjustment Rings (Each Additional 6” Over Initial 12")	VF	$ 1,800.00	$ 694.00	$ 238.75	NO BID	$ 750.00
B-11	Bench Replacement	EA	$ 600.00	$ 590.00	$ 716.30	NO BID	$ 950.00
B-12	Replace Frame & Cover (24”-30”)	EA	$ 2,900.00	$ 2,258.00	$ 1,551.95	NO BID	$ 2,800.00
B-13	Replace Frame & Cover (32”-36”)	EA	$ 3,400.00	$ 2,769.00	$ 2,069.25	NO BID	$ 3,200.00
B-14	Inside Drop System 4" - 8"	EA	$ 4,200.00	$ 2,439.00	No Bid	NO BID	$ 800.00
B-15	Inside Drop System 10" - 12"	EA	$ 6,200.00	$ 3,537.00	No Bid	NO BID	$ 1,000.00
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)			**$ 23,957.00**	**$ 14,413.00**	**$ 5,245.75**	**$ -**	**$ 10,910.00**

23-07 BID TABULATION - UNIT PRICE COMPARISON (RESPONSIVE BIDDERS ONLY)

			Hinterland Group, Inc.	Inliner Solutions, LLC	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
C. ANCILLARY SERVICES							
Item	**Description**	**Unit of Measure**	**Extension**	**Extension**	**Extension**	**Extension**	**Extension**
	By-Pass Pumping & Dewatering						
C-1	8" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 5.00	$ 12.00
C-2	10" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 6.00	$ 20.00
C-3	12" diameter	LF	$ 5.00	$ 2.00	$ 7.25	$ 7.00	$ 24.00
C-4	15" diameter	LF	$ 8.00	$ 2.00	$ 7.25	$ 8.00	$ 34.00
C-5	18" diameter	LF	$ 8.00	$ 5.00	$ 7.25	$ 9.00	$ 50.00
C-6	21" diameter	LF	$ 8.00	$ 5.00	$ 7.25	$ 10.00	$ 60.00
C-7	24" diameter	LF	$ 12.00	$ 8.00	$ 14.45	$ 12.00	$ 80.00
C-8	27" diameter	LF	$ 12.00	$ 11.00	$ 14.45	$ 14.00	$ 100.00
C-9	30" diameter	LF	$ 12.00	$ 16.00	$ 14.45	$ 16.00	$ 120.00
C-10	36" diameter	LF	$ 15.00	$ 32.00	$ 21.70	$ 18.00	$ 180.00
	Maintenance of Traffic (MOT)						
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	$ 300.00	$ 250.00	$ 723.50	$ 1,100.00	$ 1,500.00
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	$ 900.00	$ 1,250.00	$ 3,617.55	$ 1,500.00	$ 2,000.00
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	$ 1,200.00	$ 1,275.00	$ 3,617.55	$ 3,500.00	$ 3,000.00
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	$ 3,900.00	$ 3,200.00	$ 18,087.79	$ 4,200.00	$ 9,000.00
C-15	**Variable Message Board**	Week	$ 360.00	$ 534.00	$ 1,229.95	$ 125.00	$ 1,200.00
	C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)		**$ 6,750.00**	**$ 6,594.00**	**$ 27,384.89**	**$ 10,530.00**	**$ 17,380.00**
	Total Package Bid		**$ 368,233.00**	**$ 245,516.00**	**$ 337,849.71**	**$ 300,663.75**	**$ 124,122.75**

The Unit Prices above, if approved by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, bond cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Attachments	~~Atlantic Pipe Services, LLC~~	Hinterland Group, Inc.	Inliner Solutions, LLC	~~Insituform Technologies, LLC~~	Man-Con, Inc	Timothy Rose Contracting, Inc.	Vortex Services, LLC
Bid Form	Y	Y	Y	Y	Y	Y	Y
Bid Bond $5K	Y	Y	Y	Y	Y	Y	Y
A - Unit Price Bid	Y	Y	Y	Y	Y	Y	Y
B - CSAB Affadavit	Y	Y	Y	Y	Y	Y	Y
C - Cert as to Corp Principal	Y	Y	Y	Y	Y	Y	Y
D - Contractor Quals Smt	Y	Y	Y	Y	Y	Y	Y
E - License/Certs	N	Y	Y	N	Y	Y	Y
State of FL Bus Lic	SunBiz L16000212104 Exp 06/2024	SunBiz P06000086423 Exp 05/01/24	SunBiz M02000001646 Exp 06/2024	SunBiz M12000000304 Exp 02/2024	SunBiz H40555 Exp 01/2024	SunBiz S75343 Exp 01/2024	SunBiz M19000001767 Exp 04/2024
CUC	CGC1525525 Exp 08/31/24	CUC1224634 Exp 08/31/24	CUC035777 Exp 08/31/24	CGC1510306 Exp 08/31/24	CUC056856 Exp 08/31/24	RU0066532 Exp 08/31/25	CUC 1224939 Exp 08/31/24
F - Conflict of Interest	Y	Y	Y	Y	Y	Y	Y
G - Drug Free Workplace	Y	Y	Y	Y	Y	Y	Y
H - Cert of Insurance	Y	Y	Y	Y	Y, CSAB named	Y	Y
I - Claims, Liens, Litigation	Y	Y	Y	Y	Y	Y	Y
J - Public Entity Crimes	Y	Y	Y	Y	Y	Y	Y
K - Non-Collusion	Y	Y	Y	Y	Y	Y	Y
L - E-Verify	Y	Y	Y	Y	Y	Y	Y
M - FL Trench Safety Act	Y	Y	Y	Y	Y	Y	Y
Addenda Acknowledgement	Y	Y	Y	Y	Y	Y	Y

Company ID Number:143162 Client Company ID Number:1817620

Employer Inliner Solutions LLC	
Name (Please Type or Print) Robert Muff	Title
Signature Electronically Signed	Date April 04, 2022
E-Verify Employer Agent Paycom	
Name (Please Type or Print) Brett Rexroad	Title
Signature Electronically Signed	Date April 04, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 04, 2022

Company ID Number:143162 Client Company ID Number:1817620

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Inliner Solutions LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services 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 Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

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. Section 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 THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. 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 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.

7. 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.
8. 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 6 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.
9. 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.
10. 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.
11. The Employer must use E-Verify (through its Web Services 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.
12. 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.
13. 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. Section 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).

14. 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).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services 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 Personal Identification Numbers 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.
16. 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@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 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.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, 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.
19. 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.
20. 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.
21. 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.
22. 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.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services 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.
5. The Web Services 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.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services 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.
8. The Web Services 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.
9. The Web Services 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.
10. The Web Services 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.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services 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 Web Services E-Verify Employer Agent will createE-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 Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services 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 toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services 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 Web Services 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.
    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

        Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services 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 Web Services 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 Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services 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.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

be used in any manner that might imply that the Web Services 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.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services 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.A.6,
        ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 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 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. Section 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

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 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 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 Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
    B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

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 Web Services 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 Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services 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 Web Services E-Verify Employer Agent or 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. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.

E. The Web Services 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 Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services 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, the Employer, and the E-Verify Employer Agent. Inliner Solutions LLC (Employer) hereby designates and appoints Katlyn De Santiago (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Paycom	
Name (Please Type or Print) Katlyn De Santiago	Title
Signature Electronically Signed	Date June 24, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Inliner Solutions LLC
Company Facility Address	4520 North State Road 37 Orleans, IN 47452
Company Alternate Address	4520 North State Road 37 Orleans, IN 47452
County or Parish	Orange
Employer Identification Number	01-0684682
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Indiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Robert Muff
Phone Number	(678) 661-7969
Fax Number	
Email Address	rmuff@teamipr.com

BID NO: 23-07

OFFICIAL CITY BID FORM CITY OF ST. AUGUSTINE BEACH, FLORIDA

PROJECT: **CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES**

TO: THE CITY COMMISSION OF CITY OF ST. AUGUSTINE BEACH, FLORIDA DATE SUBMITTED: 11/09/2023

BID PROPOSAL OF

Inliner Solutions, LLC

Full Legal Company Name

2531 Jewett Ln. Sanford, FL 32771	407.472.0014	407.472.0097
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES in City of St. Augustine Beach, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BID NO.: 23-07; CITYWIDE PIPE AND MANHOLE LINING RENEWAL & REHABILITATION SERVICES

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit prices submitted below. These prices shall be final cost to the City. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

SECTION A: CURED-IN-PLACE PIPE (CIPP)

TOTAL SECTION A BID: $ 224,509.00
(From Attachment "A") Amount Written in Numerals

$ Two Hundred Twenty-Four Thousand Five Hundred Nine Dollars and No /100
Amount Written in Words

SECTION B: MANHOLE & DRAINAGE STRUCTURE REHABILITATION

TOTAL SECTION B BID: $ 14,413.00
(From Attachment "A") Amount Written in Numerals

$ Fourteen Thousand Four Hundred Thirteen Dollars and No /100
Amount Written in Words

SECTION C: ANCILLARY SERVICES

TOTAL SECTION C BID: $ 6,594.00
(From Attachment "A") Amount Written in Numerals

$ Six Thousand Five Hundred Ninety-Four Dollars and No /100
Amount Written in Words

TOTAL PACKAGE BID: $ 245,516.00
(From Attachment "A") Amount Written in Numerals

$ Two Hundred Forty-Five Thousand Five Hundred Sixteen Dollars and No /100
Amount Written in Words

Each Bidder shall type or print legibly the Total Bid Amounts in each designated space provided above. If there is a discrepancy between the amount written in numerals and the amount written in words, the amount written in words shall be considered as the Bidder's correct bid.

The Unit Prices offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

It is the City's intent to award to multiple vendors.

BID NO: 23-07

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 10/31/2023

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Commission within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of no less than **Five Thousand Dollars ($5,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

City of St. Augustine Beach

CITY MGR. (904) 471-2122
FAX (904) 471-4108

ENGINEERING (904) 484-9126
jsparks@cityofsab.org

ADDENDUM #1

October 31, 2023

To: **Prospective Respondents**
From: **City of St. Augustine Beach**
Subject: **BID #23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services**

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

Questions/Answers:
The City provides the following answers to the questions submitted below:

1. Does the City intend to issue multiple contracts for this project?
   Answer: Yes. See pages 9 and 20 of the bid document.

2. What is the City's annual budget for this project?
   Answer: Approximately $100,000/year, minimum.

3. Hello, can bidders bid on individual groups, or must a bidder bid on every item?
   Answer: See p23, Attachment A: "Bidders are NOT required to bid each item. Enter "No Bid" in place of the unit prices for each item you are not submitting pricing. Award will be based on the Total Unit Price Bid for items A-1 through C-15, with the intent to award multi-year contracts to more than one Bidder."

4. Provide bid tabulation from previous contract.
   Answer: There is no previous contract.

5. Is Bid No: 23-07 for Storm Systems only or will this pertain to Sanitary Sewer also?
   Answer: Storm systems only.

6. The bid references the ASTM F2551 which is for sanitary sewer.

   Answer: Disregard all references to Sanitary Sewer, including ASTM F2551 on p64: REFERENCES: ~~ASTM F2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer.~~

7. What are the approved products pertaining to the MH rehabilitation portion of the project bid?

   Answer: See XVI. MANHOLE REHABILITATION, MANHOLE REPAIR MATERIALS, A.

8. What are the specific testing requirements pertaining to the MH rehabilitation portion of the project.?

   Answer: See XVI. MANHOLE REHABILITATION, MANHOLE REPAIR MATERIALS, B.

9. Can the city please provide the full bid tabs for a project of similar nature before this project bid to all bidders?

   Answer: The City has no projects of similar nature.

10. I'd welcome the opportunity to meet with you to see if our company could possible bid as an alternative to CIPP?

    Answer: See p5 SUBSTITUTIONS.

11. Will ASTM F2019 (Ultra Violet Glass Reinforced Pipe) be accepted as "an equal" for F2016 (Felt) for this project??

    Answer: See p5 SUBSTITUTIONS.

12. Is there a Pre-Bid Meeting Scheduled??

    Answer: No.

13. If we submit bid electronically, do you still need an original bid bond mailed?

    Answer: Yes.

14. What is the Engineer's Estimate (budget)?

    Answer: None. Bid is for continuing services contracts with multiple companies..

15. What is the contract term? Substantial and Final Completion Time?

    Answer: See p11, CONTRACT DURATION & RENEWAL. 3 years with option for one two year renewal.

16. Are there plans or drawings?

    Answer: No.

17. Could you please expand on the anticipated "Grant Administration" services included within the Environmental Services listing?

    Answer: As part of a requested scope of services/proposal, Consultant assists City with obtaining and/or managing/administering federal or state funded grants.

18. Bid Item A-28 is not industry standard.

    Answer: Delete Attachment A, p24, Item I-28 :

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	Description	Unit of Measure	Extension
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	$
A-27	7.5 mm normal thickness (.295)	LF	$
A-28	9.0 mm normal thickness (.354)	LF	$
A-29	Sectional Liner, 8' long	EA	$

19. We have another question concerning the Bypass Pumping & Dewatering, Pay Item referenced Below. Specification states this item is by pump size for dewatering operation. Typical dewatering pump sizes start at 2",4" 6", etc. Can these pump sizes be added?

    Answer: No. Bid is to reflect unit pricing per (X) lineal foot of (Y) diameter pipe for full compensation for all labor, material and equipment to by-pass pump (and dewater) as needed to successfully line and cure the pipe.

20. There doesn't appear to be any 10inch diameter CIPP Lining/ sectional items, Can these be added??

    Answer: 10-inch stormwater drainage pipes do not exist in the system. No.

21. Can the above mentioned bid be submitted electronically through DemandStar?

    Answer: Yes.

22. Does the City require the original bid bond or can we upload a copy if bid submission can be submitted electronically?

    Answer: Original must be submitted.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS:
THURSDAY, November 9, 2023 AT 10:00 AM EST

Respondent Acknowledgment

Signature

Daniel Banken, Regional Vice President
Printed Name/Title

Inliner Soltuions, LLC
Respondent Company Name

END OF ADDENDUM
NO. 1

BID NO: 23-07

CORPORATE/COMPANY

Full Legal Company Name: Inliner Solutions, LLC

By: _____ Thomas Gottsegen - Chief Legal Officer & Asst. Secretary

Signature of Authorized Representative (Name & Title typed or printed)

By: _____ Daniel Banken - Reg. Vice Pres. & Asst Sect.

Signature of Authorized Representative (Name & Title typed or printed)

Address: 2531 Jewett Ln. Sanford FL 32771

Telephone No.: (407) 472.0014 Fax No.: (407) 472.0097

Email Address for Authorized Company Representative: daniel.banken@puriscorp.com

Federal I.D. Tax Number: 01-0684682 DUNS #: 13-073-4267
(If applicable)

INDIVIDUAL

Name: _____

(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (___) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official City Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

ATTACHMENT A

UNIT PRICE BID

The following Unit Prices, if approved by the City, shall be used for the purposes of developing pricing proposals for Purchase Orders and Change Orders issued under this contract.

Unit Prices shall include: all labor, materials, equipment, mobilization, transportation; supervision; surveying, dewatering, shoring, testing, insurance cost, taxes, fees, overhead, profit and all other items required by FDOT Standard Specifications - Latest Edition that the Contractor will incur by performing the required work. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Bidders are NOT required to bid each item. Enter "No Bid" in place of the unit prices for each item you are not submitting pricing. **Award will be based on the Total Unit Price Bid for items A-1 through C-15,** with the intent to award multi-year contracts to more than one Bidder.

A. CURED-IN-PLACE PIPE (CIPP)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection			
Item	**Description**	**Unit of Measure**	**Unit Cost (See Above)**
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	$3.00
A-2	14" - 18 " diameter	LF	$4.00
A-3	20" - 24" diameter	LF	$5.00
A-4	27" - 42" diameter	LF	$10.00
A-5	48" - 72" diameter	LF	$26.00
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	$3.00
A-7	14" - 18" diameter	LF	$4.00
A-8	20" - 24" diameter	LF	$6.00
A-9	27" - 42" diameter.	LF	$13.00
A-10	48" - 72" diameter	LF	$35.00
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12 " diameter	LF	$4.00
A-12	14" - 18" diameter	LF	$5.00
A-13	20" - 24" diameter	LF	$8.00
A-14	27" - 42" diameter	LF	$26.00
A-15	48" - 72" diameter	LF	$53.00
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	$13.00
A-17	14" - 18" diameter	LF	$16.00

A-18	20" - 24" diameter	LF	$20.00
A-19	27" - 42" diameter	LF	$26.00
A-20	48" - 72" diameter	LF	$39.00

Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage Infrastructure Cleaning and CCTV Inspection (Continued)			
Item	**Description**	**Unit of Measure**	**Unit Cost**
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	$79.00
A-22	14" - 18" diameter	LF	$98.00
A-23	20" - 24" diameter	LF	$131.00
A-24	27" - 42" diameter	LF	$196.00
A-25	48" - 72" diameter	LF	$393.00

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure			
Item	**Description**	**Unit of Measure**	**Extension**
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	$45.00
A-27	7.5 mm normal thickness (.295)	LF	$48.00
~~A-28~~	~~9.0 mm normal thickness (.354)~~	~~LF~~	~~$~~
A-29	Sectional Liner, 8' long	EA	$4,500.00
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	$55.00
A-31	7.5 mm normal thickness (.295)	LF	$60.00
A-32	9.0 mm normal thickness (.354)	LF	$65.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$6.00
A-34	Sectional Liner, 8' long	EA	$4,500.00
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	$65.00
A-36	7.5 mm normal thickness (.295)	LF	$71.00
A-37	9.0 mm normal thickness (.354)	LF	$77.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	$6.00
A-39	Sectional Liner, 8' long	EA	$4,900.00
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	$75.00
A-41	7.5 mm normal thickness (.295)	LF	$85.00
A-42	9.0 mm normal thickness (.354)	LF	$90.00

A-43	10.5 mm normal thickness (.413)	LF	$97.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	$7.00
A-45	Sectional Liner, 8' long	EA	$5,200.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	**Description**	**Unit of Measure**	**Extension**
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	$87.00
A-47	7.5 mm normal thickness (.295)	LF	$96.00
A-48	9.0 mm normal thickness (.354)	LF	$105.00
A-49	10.5 mm normal thickness (.413)	LF	$112.00
A-50	12.0 mm normal thickness (.472)	LF	$119.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	$7.00
A-52	Sectional Liner, 8' long	EA	$6,500.00
	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	$112.00
A-54	10.5 mm normal thickness (.413)	LF	$122.00
A-55	12.0 mm normal thickness (.472)	LF	$130.00
A-56	13.5 mm normal thickness (.531)	LF	$139.00
A-57	15.0 mm normal thickness (.591)	LF	$151.00
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$9.00
A-59	Sectional Liner, 8' long	EA	$6,500.00
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	$124.00
A-61	10.5 mm normal thickness (.413)	LF	$136.00
A-62	12.0 mm normal thickness (.472)	LF	$145.00
A-63	13.5 mm normal thickness (.531)	LF	$155.00
A-64	15.0 mm normal thickness (.591)	LF	$168.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$10.00
A-66	Sectional Liner, 8' long	EA	$6,500.00
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	$138.00
A-68	10.5 mm normal thickness (.413)	LF	$147.00
A-69	12.0 mm normal thickness (.472)	LF	$157.00
A-70	13.5 mm normal thickness (.531)	LF	$168.00
A-71	15.0 mm normal thickness (.591)	LF	$184.00

A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$10.00
A-73	Sectional Liner, 8' long	EA	$7,000.00
	36" diameter CIPP Liner		
A-74	10.5 mm normal thickness (.413)	LF	$172.00
A-75	12.0 mm normal thickness (.472)	LF	$184.00

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	36" diameter CIPP Liner (Continued)		
A-76	13.5 mm normal thickness (.531)	LF	$199.00
A-77	15.0 mm normal thickness (.591)	LF	$217.00
A-78	16.5 mm normal thickness (.650)	LF	$228.00
A-79	18.0 mm normal thickness (.709)	LF	$243.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$12.00
A-81	Sectional Liner, 8' long	EA	$7,700.00
	42" diameter CIPP Liner		
A-82	10.5 mm normal thickness (.413)	LF	$204.00
A-83	12.0 mm normal thickness (.472)	LF	$216.00
A-84	13.5 mm normal thickness (.531)	LF	$233.00
A-85	15.0 mm normal thickness (.591)	LF	$255.00
A-86	16.5 mm normal thickness (.650)	LF	$269.00
A-87	18.0 mm normal thickness (.709)	LF	$287.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$14.00
A-89	Sectional Liner, 8' long	EA	$8,500.00
	48" diameter CIPP Liner		
A-90	12.0 mm normal thickness (.472)	LF	$247.00
A-91	13.5 mm normal thickness (.531)	LF	$267.00
A-92	15.0 mm normal thickness (.591)	LF	$292.00
A-93	16.5 mm normal thickness (.650)	LF	$306.00
A-94	18 .0 mm normal thickness (.709)	LF	$327.00
A-95	19.5 mm normal thickness (.768)	LF	$348.00
A-96	21 .0 mm normal thickness (.827)	LF	$363.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$17.00
A-98	Sectional Liner, 8' long	EA	$9,900.00
	52" diameter CIPP Liner		
A-99	10.5 mm normal thickness (.413)	LF	$267.00

A-100	12.0 mm normal thickness (.472)	LF	$282.00
A-101	13.5 mm normal thickness (.531)	LF	$303.00
A-102	15.0 mm normal thickness (.591)	LF	$331.00
A-103	16.5 mm normal thickness (.650)	LF	$348.00
A-104	18.0 mm normal thickness (.709)	LF	$371.00
A-105	19.5 mm normal thickness (.768)	LF	$394.00
A-106	21.0 mm normal thickness (.827)	LF	$412.00
A-107	22.5 mm normal thickness (.886)	LF	$441.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	**Description**	**Unit of Measure**	**Extension**
	52" diameter CIPP Liner (Continued)		
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$19.00
A-109	Sectional Liner, 8' long	EA	$11,900.00
	54" diameter CIPP Liner		
A-110	10.5 mm normal thickness (.413)	LF	$268.00
A-111	12.0 mm normal thickness (.472)	LF	$283.00
A-112	13.5 mm normal thickness (.531)	LF	$304.00
A-113	15.0 mm normal thickness (.591)	LF	$332.00
A-114	16.5 mm normal thickness (.650)	LF	$349.00
A-115	18.0 mm normal thickness (.709)	LF	$372.00
A-116	19.5 mm normal thickness (.768)	LF	$395.00
A-117	21.0 mm normal thickness (.827)	LF	$413.00
A-118	22.5 mm normal thickness (.886)	LF	$442.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$19.00
A-120	Sectional Liner, 8' long	EA	$11,900.00
	60" diameter CIPP Liner		
A-121	10.5 mm normal thickness (.413)	LF	$305.00
A-122	12.0 mm normal thickness (.472)	LF	$336.00
A-123	13.5 mm normal thickness (.531)	LF	$349.00
A-124	15.0 mm normal thickness (.591)	LF	$379.00
A-125	16.5 mm normal thickness (.650)	LF	$399.00
A-126	18.0 mm normal thickness (.709)	LF	$425.00
A-127	19.5 mm normal thickness (.768)	LF	$451.00
A-128	21.0 mm normal thickness (.827)	LF	$466.00
A-129	22.5 mm normal thickness (.886)	LF	$497.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$24.00
A-131	Sectional Liner, 8' long	EA	$13,000.00

	72" diameter CIPP Liner		
A-132	10.5 mm normal thickness (.413)	LF	$376.00
A-133	12.0 mm normal thickness (.472)	LF	$376.00
A-134	13.5 mm normal thickness (.531)	LF	$406.00
A-135	15.0 mm normal thickness (.591)	LF	$442.00
A-136	16.5 mm normal thickness (.650)	LF	$465.00
A-137	18.0 mm normal thickness (.709)	LF	$496.00
A-138	19.5 mm normal thickness (.768)	LF	$528.00
A-139	21.0 mm normal thickness (.827)	LF	$549.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)			
Item	**Description**	**Unit of Measure**	**Extension**
	72" diameter CIPP Liner (Continued)		
A-140	22.5 mm normal thickness (.886)	LF	$586.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	$27.00
A-142	Sectional Liner, 8' long	EA	$17,400.00
	(12" X 18") Elliptical CIPP Liner		
A-143	9.0 mm normal thickness (.354)	LF	$71.00
A-144	10.5 mm normal thickness (.413)	LF	$78.00
A-145	12.0 mm normal thickness (.472)	LF	$82.00
A-146	13.5 mm normal thickness (.531)	LF	$88.00
A-147	15.0 mm normal thickness (.591)	LF	$95.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$6.00
A-149	Sectional Liner, 8' long	EA	$5,400.00
	(14" X 18") Elliptical CIPP Liner		
A-150	9.0 mm normal thickness (.354)	LF	$86.00
A-151	10.5 mm normal thickness (.413)	LF	$93.00
A-152	12.0 mm normal thickness (.472)	LF	$99.00
A-153	13.5 mm normal thickness (.531)	LF	$106.00
A-154	15.0 mm normal thickness (.591)	LF	$114.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$6.00
A-156	Sectional Liner, 8' long	EA	$5,400.00
	(14" X 23") Elliptical CIPP Liner		
A-157	9.0 mm normal thickness (.354)	LF	$90.00
A-158	10.5 mm normal thickness (.413)	LF	$97.00
A-159	12.0 mm normal thickness (.472)	LF	$103.00
A-160	13.5 mm normal thickness (.531)	LF	$110.00

A-161	15.0 mm normal thickness (.591)	LF	$117.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$7.00
A-163	Sectional Liner, 8' long	EA	$5,700.00
	(19" X 30") Elliptical CIPP Liner		
A-164	9.0 mm normal thickness (.354)	LF	$112.00
A-165	10.5 mm normal thickness (.413)	LF	$122.00
A-166	12.0 mm normal thickness (.472)	LF	$130.00
A-167	13.5 mm normal thickness (.531)	LF	$139.00
A-168	15.0 mm normal thickness (.591)	LF	$151.00

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	(19" X 30") Elliptical CIPP Liner (Continued)		
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	$9.00
A-170	Sectional Liner, 8' long	EA	$7,000.00
	(24" X 38") Elliptical CIPP Liner		
A-171	10.5 mm normal thickness (.413)	LF	$147.00
A-172	12.0 mm normal thickness (.472)	LF	$157.00
A-173	13.5 mm normal thickness (.531)	LF	$168.00
A-174	15.0 mm normal thickness (.591)	LF	$184.00
A-175	16.5 mm normal thickness (.650)	LF	$192.00
A-176	18.0 mm normal thickness (.709)	LF	$205.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	$10.00
A-178	Sectional Liner, 8' long	EA	$7,000.00
	(29" X 45") Elliptical CIPP Liner		
A-179	12.0 mm normal thickness (.472)	LF	$186.00
A-180	13.5 mm normal thickness (.531)	LF	$200.00
A-181	15.0 mm normal thickness (.591)	LF	$218.00
A-182	16.5 mm normal thickness (.650)	LF	$230.00
A-183	18 .0 mm normal thickness (.709)	LF	$245.00
A-184	19.5 mm normal thickness (.768)	LF	$260.00
A-185	21 .0 mm normal thickness (.827)	LF	$272.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$12.00
A-187	Sectional Liner, 8' long	EA	$7,700.00
	(38" X 60") Elliptical CIPP Liner		
A-188	12.0 mm normal thickness (.472)	LF	$251.00

A-189	13.5 mm normal thickness (.531)	LF	$270.00
A-190	15.0 mm normal thickness (.591)	LF	$295.00
A-191	16.5 mm normal thickness (.650)	LF	$310.00
A-192	18 .0 mm normal thickness (.709)	LF	$330.00
A-193	19.5 mm normal thickness (.768)	LF	$351.00
A-194	21 .0 mm normal thickness (.827)	LF	$366.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$17.00
A-196	Sectional Liner, 8' long	EA	$9,900.00
	(58" X 91") Elliptical CIPP Liner		
A-197	12.0 mm normal thickness (.472)	LF	$409.00
A-198	13.5 mm normal thickness (.531)	LF	$442.00

Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage Infrastructure (Continued)

Item	Description	Unit of Measure	Extension
	(58" X 91") Elliptical CIPP Liner (Continued)		
A-199	15.0 mm normal thickness (.591)	LF	$483.00
A-200	16.5 mm normal thickness (.650)	LF	$507.00
A-201	18 .0 mm normal thickness (.709)	LF	$543.00
A-202	19.5 mm normal thickness (.768)	LF	$576.00
A-203	21 .0 mm normal thickness (.827)	LF	$602.00
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	$34.00
A-205	Sectional Liner, 8' long	EA	$16,000.00
	A. CURED-IN-PLACE PIPE (CIPP) TOTAL UNIT COST (Items A-1 thru A-205)		$ 224,509.00

B. MANHOLE & DRAINAGE STRUCTURE REHABILITATION

Item	Description	Unit of Measure	Extension
B-1	Chemical Grout Injection (Small)	TUBE	$347.00
B-2	Chemical Grout Injection (Large)	GAL	$444.00
B-3	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	$31.00
B-4	Coat New Manhole	SF	$29.00
B-5	Coat Existing Manhole	SF	$29.00
B-6	Coat Existing Structure	SF	$29.00
B-7	Interior Manhole Coating/Lining Repair	SF	$13.00
B-8	Manhole Test	SF	$20.00
B-9	Concrete Adjustment Rings (0"-12")	SF	$1,184.00
B-10	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	$694.00

B-11	Bench Replacement	EA	$590.00
B-12	Replace Frame & Cover (24"-30")	EA	$2,258.00
B-13	Replace Frame & Cover (32"-36")	EA	$2,769.00
B-14	Inside Drop System 4" - 8"	EA	$2,439.00
B-15	Inside Drop System 10" - 12"	EA	$3,537.00
B. MANHOLE REHABILITATION TOTAL UNIT COST (Items B-1 thru B-15)		$ 14,413.00	

C. ANCILLARY SERVICES			
Item	**Description**	**Unit of Measure**	**Extension**
	By-Pass Pumping & Dewatering		
C-1	8" diameter	LF	$2.00
C-2	10" diameter	LF	$2.00
C-3	12" diameter	LF	$2.00
C-4	15" diameter	LF	$2.00
C-5	18" diameter	LF	$5.00
C-6	21" diameter	LF	$5.00
C-7	24" diameter	LF	$8.00
C-8	27" diameter	LF	$11.00
C-9	30" diameter	LF	$16.00
C-10	36" diameter	LF	$32.00
	Maintenance of Traffic (MOT)		
C-11	Traffic Control – MOT Index 601 or 602 (per day)	Day	$250.00
C-12	Traffic Control – MOT Index 603 or higher (per day)	Day	$1,250.00
C-13	Traffic Control – MOT Index 601 or 602 (per week)	Week	$1,275.00
C-14	Traffic Control – MOT Index 603 or higher (per week)	Week	$3,200.00
C-15	**Variable Message Board**	Week	$534.00
C. ANCILLARY SERVICES TOTAL UNIT COST (Items C-1 thru C-15)		$ 6,594.00	
TOTAL PACKAGE BID (TOTAL UNIT COSTS FOR A + B + C)		$ 245,516.00	

D. Bond			
D-1	Contract Performance and Payment Bond Cost Not to Exceed 2% of Purchase Order Total (For Project Purchase Orders Costing $100,000.00 and greater)		**2 %**

BID NO: 23-07

ATTACHMENT B

CITY OF ST. AUGUSTINE BEACH AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

CITY OF Seminole

The Undersigned authority, Daniel Banken ("Affiant"), who being duly sworn, deposes and states that he/she is the Regional Vice President (Title) of the Bidder Inliner Solutions, LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES, in City of St. Augustine Beach, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida *or any other state.*

DATED this 9th day of November, 2023.

Signature of Affiant

Daniel Banken
Printed Name of Affiant

Regional Vice President
Printed Title of Affiant

Inliner Solutions, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence or ☐ online notarization, this 9th day of November, 2023, by Daniel Banken, who is personally known to me or has produced _____ as identification.

Edna V. Tinis
Notary Public
My Commission Expires: 01.03.2027

EDNA V. TINIS
Notary Public-State of Florida
Commission# HH 311746
My Commission Expires
January 03, 2027

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-07

ATTACHMENT C

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Thomas Gottsegen, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Daniel Banken, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Regional Vice President (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

TS

Signature of Secretary

Inliner Solutions, LLC
Full Legal Name of Corporation (Bidder)

STATE OF Georgia

CITY OF Stone Mountain

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of ☑ physical presence or ☐ online notarization, Daniel Banken (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of City of St. Augustine Beach, Florida.

Subscribed and sworn to me on this 24 day of October, 2022~~2~~3, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

MEGHAN BEDFORD
NOTARY PUBLIC
My Commission Expires
08-05-2024
HENRY COUNTY, GEORGIA

Meghan Bedford
Notary Public
My Commission Expires: August 05, 2024

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 23-07

ATTACHMENT D

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, Daniel Banken, Regional Vice President hereby certify that Inliner Solutions, LLC
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified Underground Utility and Excavation Contractor (CUC). I also certify that the above named company is capable of bonding any Purchase Order in excess of $100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

11/09/2023

Signature Date

Daniel Banken, Regional Vice President

Name & Title of Representative

BID NO: 23-07

ATTACHMENT E

LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	BTR19-031029	CITY OF SANFORD	09/30/2024
Certified Underground Utility and Excavation Contractor (CUC)	CUC035777	State of Florida	08/31/2024

CITY OF SANFORD
FLORIDA

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2024

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2024

INLINER SOLUTIONS LLC
2531 JEWETT LN

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	**10/01/2023**	**BTR19-031029**
Business Location:	**2531 JEWETT Lane**	

Classification	**Amount**
Fire Inspection Fee	180.00
Contractor	200.00
TOTAL:	**380.00**

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SUNDERMAN, JOHN ROGER

INLINER SOLUTIONS, LLC
605 SW CHANNEL AVE
STUART FL 34994

LICENSE NUMBER: CUC065777

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

BID NO: 23-07

ATTACHMENT F

CITY OF ST. AUGUSTINE BEACH CITY COMMISSION CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-07; CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of City of St. Augustine Beach ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☑ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder: Inliner Solutions, LLC

Authorized Representative(s) :

Signature — Thomas Gottsegen - Chief Legal Officer & Asst. Secretary (Print Name/Title)

Signature — Daniel Banken / Reg. Vice Pres. & Asst Secretary (Print Name/Title)

BID NO: 23-07

City of St. Augustine Beach City Commission

ATTACHMENT G

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Inliner Soltuions, LLC does:

Name of Firm

1. 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.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

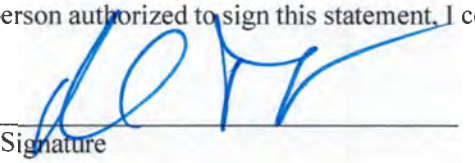
3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach's request for proposals a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.

5. 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.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

11/09/2023

Date

BID NO: 23-07

ATTACHMENT H

CERTIFICATE(S) OF INSURANCE

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2023

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

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

PRODUCER	CONTACT NAME:	Brett Sauer		
Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No):	602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	Various	
INSURER C:	XL Specialty Insurance Company	37885
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Inliner Solutions, Inc
4520 and 4804 N State Road 37
Orleans, IN 47452

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CGD740922010	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS-COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS			CAD740922110	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Various	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740921910	04/01/2023	04/01/2024	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 Policies below are excess of the General Liability, Auto Liability, and Employer's Liability:

Carrier Name	Policy Number	Limit	NAIC #
AXIS Surplus Insurance Company	P-001-000524083-03	$3,000,000	26620
Starr Indemnity & Liability Company	1000586633231	83.33% po $7,000,000 xs $3,000,000	38318
Westfield Specialty Insurance Company	XSL-311411V-00	16.67% po $7,000,000 xs $3,000,000	16992

GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

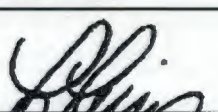
CERTIFICATE HOLDER

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771

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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ATTACHMENT I

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No X_____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

   Amount at issue: _____ Name (s) of the attorneys representing all parties:

   _____

   Amount actually recovered, if any: _____

   Name(s) of the project owner(s)/manager(s) to include address and phone number:

   _____

2. List all pending litigation and or arbitration.
   N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
   N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
   N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

   Yes _____ No X_____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No If no, please explain why? N/A

7. List the status of all pending claims currently filed against your company:
   N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No X_____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

BID NO: 23-07

ATTACHMENT J

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Daniel Banken, who, being by me first duly sworn, made the following statement:

1. The business address of 2531 Jewett Ln. Sanford, FL 32771 (name of Offeror or business) is _____.

2. My relationship to Inliner Solutions, LLC (name of Offeror or business) is Regional Vice President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

DATED this 9th day of November, 2023.

_____
Signature of Affiant

Daniel Banken
Printed Name of Affiant

Regional Vice President
Printed Title of Affiant

Inliner Solutions, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence or ☐ online notarization, this 9th day of November, 2023, by Daniel Banken, who is personally known to me or has produced _____ as identification.

EDNA V. TINIS
Notary Public-State of Florida
Commission# HH 311746
My Commission Expires
January 03, 2027

Edna V. Tinis
Notary Public
My Commission Expires: 01/03/2027

BID NO: 23-07

ATTACHMENT K

NON-COLLUSION CERTIFICATION

City of St. Augustine Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by City of St. Augustine Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of City of St. Augustine Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Daniel Banken

SIGNATURE: _____

TITLE: Regional Vice President

DATE: 11/09/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Inliner Solutions, LLC

BID NO: 23-07

ATTACHMENT L

E-VERIFY AFFIDAVIT

STATE OF Florida
CITY OF Seminole

I, Daniel Banken (hereinafter "Affiant"), being duly authorized by and on behalf of Inliner Solutions, LLC (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No. BID NO: 23-07 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which City of St. Augustine Beach may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the City of St. Augustine Beach for any costs incurred by the City of St. Augustine Beach resulting from Consultant/Contractor's breach.

DATED this 9th day of November, 2023.

Signature of Affiant

Daniel Banken
Printed Name of Affiant

Regional Vice President
Printed Title of Affiant

Inliner Solutions, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence or ☐ online notarization, this 9th day of November, 2023, by Daniel Banken, who is personally known to me or has produced _____ as identification.

EDNA V. TINIS
Notary Public-State of Florida
Commission# HH 311746
My Commission Expires
January 03, 2027

Edna V Tinis
Notary Public
My Commission Expires: 01/03/2027

BID NO: 23-07

ATTACHMENT M

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the City of St. Augustine Beach Trenching and Excavation Safety Program. If there is a conflict between the ACT and the City of St. Augustine Beach Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Daniel Banken

Inliner Solutions, LLC — 11/09/2023

Bidder — Date

Authorized Signature

BID NO: 23-07

BID BOND

STATE OF FLORIDA
CITY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Inliner Solutions, LLC as Principal, and Everest Reinsurance Company as Surety, are held and firmly bound unto City of St. Augustine Beach, Florida, in the penal sum of **Five Thousand Dollars ($5,000.00)** lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated November 9, 2023.

For
BID 23-07: CITYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
City of St. Augustine Beach, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City the difference between the amount specified, in said Bid and the amount for which the City may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 26th day of October A.D., 2023 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 23-07

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Inliner Solutions, LLC
NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL) Daniel Barken

Regional Vice President & Asst Secretary
TITLE

2531 Jewett Lane
BUSINESS ADDRESS

Sanford FL 32771
CITY STATE

WITNESS:

Robyn Salley, Witness

SURETY:

Everest Reinsurance Company
CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)
Victoria P. Lyons, Attorney-in-Fact

100 Everest Way
BUSINESS ADDRESS

Warren NJ 07059
CITY STATE

Alliant Insurance Services, Inc.
NAME OF LOCAL INSURANCE AGENCY

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons, Kathleen M. Flanagan, Richard A. Leveroni

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attech thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to eny bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of October 2023.

By: Nicole Chase, Assistant Secretary

ES 00 01 04 16

City of St. Augustine Beach

2200 A1A South
St. Augustine Beach, FL 32080
www.staugbch.com

CITY MGR. (904) 471-2122
FAX (904) 471-4108

ENGINEERING (904) 484-9126
jsparks@cityofsab.org

November 20, 2024

Ms. Christine Savage
Junior Buyer and Contract Specialist
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: BID No.: 23-07; Citywide Pipe and Manhole Lining, Renewal & Rehabilitation Services

Dear Ms. Savage:

St. Augustine Beach approves piggybacking of the above referenced contract with Hinterland Group, Inc., Inliner Solutions, LLC, Man-Con, Inc., Timothy Rose Contracting, Inc. and Vortex Services, LLC by the City of Cocoa. However, please be advised that, in the event of any lawsuits or disputes with the City of Cocoa, the City of St. Augustine Beach would not agree to be called as defense.

Please feel free to contact me for additional information at 904.484.9126 or jsparks@cityofsab.org.

Sincerely,

Jason D. Sparks, P.E.
Engineering Director

Enc: Master Contract No. 23-07-MCA-ILS

Cc: Frank Mirabito, City of Cocoa
File

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Inliner Solutions, 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 Inliner Solutions, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Thomas Gottsegen, CLO / Assistant Secretary

Date: 12/2/2024

STATE OF ~~FLORIDA~~ Georgia

COUNTY OF Henry

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/2/2024 (date) by Thomas Gottsegen (name of officer or agent, title of officer or agent) of Inliner Solutions, LLC (name of corporation acknowledging) , a Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public

Sara Grogan

Name typed, printed or stamped

My Commission Expires: 2/5/2028

SARA GROGAN
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires February 5, 2028

City of Cocoa Budget Adjustment Form FY 2025- 013-T

SELECT ADJUSTMENT TYPE: Budget Transfer | REQUESTING DEPARTMENT #: 423-3570 | DATE PREPARED: 12/2/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 7,790)	423-3570-538.39-00		Contingency			($ 7,790)	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
($ 7,790)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,790	423-3570-538.63-00	SW08PL	Infrastructure			$ 7,790	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 7,790	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF will add funds to Project SW08PL originally budgeted for $160,000 for cured in place pipe lining activities in Agenda 24-696 currently scheduled for Council on 12/10/2024.

City Council Approval Needed? *Yes.* (●) *No.* ( ) DATE APPROVED: 12/10/24 RESOLUTION #:

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Frank Mirabito Digitally signed by Frank Mirabito Date: 2024.12.02 14:13:39 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.03 08:11:31 -05'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.12.02 14:25:30 -05'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.12.03 10:43:32 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-620	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	10/22/2024		**In control:**	City Council	
On agenda:	12/10/2024		**Final action:**		

Title: Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy-backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
102224 - Asphalt Paving Systems - Range Rd - FDR - $366,564.05.pdf
PARTIALLY EXECUTED Piggyback Contract No. ITB 24-088 (Asphalt Paving Systems).pdf
101824 - Goodson Paving Proposal - Range Road - $267,907.60.pdf
102824 - Fausnight - Range Road Striping - $27,290.00.pdf
083123 - B-6-23-70 - Notice_of_Award (Goodson Paving).pdf
112823 - Agenda 23-714 Journal - IFB-604562-23LNF (Fausnight).pdf
B-6-23-70 Asphalt - Bid_Tabulation (Goodson Paving).pdf
B-6-23-70_FINAL_INC&SPECS_Asphaltic_Concrete(Goodson).pdf
FULLY EXECUTED Piggyback Agreement_B-6-23-70 Asphalt(Goodson).pdf
FULLY EXECUTED Piggyback Contract No. IFB-604562-23LNF(Fausnight).pdf
IFB-604562-23_(Fausnight)_Executed.pdf
ITB 24-088 Executed Agreement (Asphalt Paving Systems).pdf
ITB-24-088 - BID TABULATION COMPLETE (Asphalt Paving Systems).pdf
SIGNED Renewal Letter-(Goodson Paving).pdf
Contingency Resolution for Paving.pdf
BAF# 25-011-PT-Range Road Full Depth Paving (12-10-24) Agenda 24-620.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2024
Agenda Date: December 10, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manager
Through: Abigail Morgan, P.E. - Public Works Director/City Engineer
Requested Action:

Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy -backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763.

BACKGROUND:

Public Works has received several complaints about the condition of Range Road. Consultants were tasked with assessing the condition of the Range Road pavement in May of 2024. The report recommended full-depth reclamation for a portion of Range Road from Cocoa Bay south to the City limits, and regular milling and paving for the remaining portion from Cocoa Bay to Rice Drive.

During the budgeting process for Fiscal Year 2025, Range Road from the City limits on the south side to Rice Drive was identified as a candidate for full depth reclamation. Full depth reclamation (FDR) is a pavement rehabilitation technique in which the full flexible pavement section and a predetermined portion of the underlying materials are uniformly pulverized and blended together to produce a homogeneous stabilized base course (SBC). Approximately $135,000 will be diverted from the City's annual street paving program to complete this work in Fiscal Year 2025.

Asphalt Paving Systems, Inc. has previously performed pavement projects in the City and provides FDR services. Pineda Street previously received FDR treatment. This agenda establishes a multi-year piggyback off of the Citrus County Countywide Resurfacing and Preservation Projects ITB 24-088.

Goodson Paving, Inc. does not offer FDR services but does pave over the FDR surface. The City is piggybacking off of the Brevard County Paving Contract B-8-23-09. The City of Cocoa will retain the millings from this project. This piggyback is for one year.

Fausnight Line and Stripe will be striping the completed pavement surface. The City has an existing multi-year piggyback utilizing Seminole County Contract IFB-604562-23. This funding was already budgeted.

The $50,000 for Contingency will not be included in the initial purchase order. Each change order will be reviewed by staff before it is sent to the City Manager for approval and added to the purchase order.

City Staff recommends utilizing Asphalt Paving Systems, Inc. to perform FDR on Range Road and is seeking an 8% contingency in the event there are deficiencies uncovered during the construction process. Goodson Paving will provide additional milling and paving activities. Fausnight Line and Stripe will be striping the completed pavement surface.

STRATEGIC PLAN CONNECTION:

This project identifies infrastructure needs and incorporates them based on the analysis completed.

BUDGETARY IMPACT:

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

$550,000 (Budgeted in FY25) 001-3510-541.63-00 Project PW24RR

Amount Requested	($134,473)
Account Number	_001-3510-541.63-00 PW08SP
Account Name	_Streets - Infrastructure

Amount Requested	$134,473
Account Number	_001-3510-541.63-00 PW24RR
Account Name	_Streets - Infrastructure

Total Budget Capital Paving $684,743, Inclusive of $50,000 Contingency

Striping

Amount Requested	$27,290
Account Number	_001-3510-541.46-00
Account Name	_Streets - Repair and Maintenance

BAF 25-011 Project Transfer

PREVIOUS ACTION:

On June 10, 2020 Council approved Full Depth Reclamation for Pineda Street.

RECOMMENDED MOTION:

Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy -backing off the Citrus County contract ITB 24-088 in the amount of $366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of $267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of $27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $50,000 for a total project cost of $711,763.

DATE: 10/22/2024

TO: **City of Cocoa Engineering**

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
FDR- Range Rd

Product	Description	Units	Quantity	Unit Price	Total Price
	Citrus County Contract				
	Full Depth Reclamation (FDR)	SY	11,550.00	$ 11.95	$ 138,022.50
	Mix 10" with additive				
	CEMENT (25lbs/SY)	Ton	145.00	$ 235.00	$ 34,075.00
	ASPHALT EMULSION (2.75 Gal/SY)	Gal	31,765.00	$ 3.15	$ 100,059.75
	Fog Seal (Prime for Base)	SY	11,883.00	$ 0.95	$ 11,288.85
	Milling 1-2"	SY	11,883.00	$ 3.65	$ 43,372.95
	6" Yellow/White Solid Traffic Stripe (Paint)	GM	1.50	$ 4,830.00	$ 7,245.00
	Temp Striping on Base if Required				
	Mobilization	LS	1.00	$ 10,000.00	$ 10,000.00
	MOT	LS	5.00	$ 4,500.00	$ 22,500.00
	Quantities need to be field verified				
	Final- 8" reclaimed base w/ 2"HMA				
	Mix 10" with additive				
	Actual Emulsion and Cement quantities will be based on mix design				
	Paving to be done by Citys Contractor				
	APS to have base primed and ready to pave				
	Includes- Core Report and Mix Design				
				Total	$ 366,564.05

Respectfully Submitted,
Kristoffer D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

2024 Major Rehab Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	COMMENTS
FDR	Range Rd	see map				11,550.00	Main line only- no set backs or turn lanes
		City to mark out limits					
				250	12.0	333.33	Turn lane at Cocoa Bay- Mill/Overlay only- APS to Mill
				250.00		11,883	

Asphalt Paving Systems, Inc.
Kris Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-480-1865


Range Rd
Cocoa High School
Softball Field
Rosetine St
N Range Rd
Fairfield Dr
Range Rd
Hooper Rd

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Asphalt Paving Systems, Inc. 8940 Gall Blvd., Zephyrhills, FL 33541 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Citrus County, Lecanto - FL said contract being identified as: Countywide Resurfacing and Preservation Projects, Contract No. ITB 24-08, (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: see exhibit "A" original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

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

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Asphalt Paving Systems, Inc. The term of said agreement shall be for the period effective date of signature through 06/13/2026. Upon the mutual written consent of both parties, the Agreement may be renewed for three (3) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2025, 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

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

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

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

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

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:

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

For Vendor	For City
Asphalt Paving Systems, Inc Attn: Robert Capoferri, President 8940 Gall Blvd. Zephyrhills, FL 33541 Phone: 813-788-0010 Email: flestimating@asphaltpavingsystems.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

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

2.11. Indemnity:

In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

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

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

Asphalt Paving Systems, Inc

11/11/2024

Signature Date

Robert Capoferri / President

Name and Title

City of Cocoa

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

October 18, 2024

TO: City of Cocoa

ATTN: Dylan Price

FROM: Chris Brunais

RE: Range Road Milling & Paving (#7346)

PROPOSAL

Scope of Work:
Milling and placing a 2.0" average depth SP-9.5 asphalt overlay on Range Road located in Cocoa, Florida. This estimate is based on quantities provided by the City of Cocoa. Payment is to be made on field measured quantities determined upon completion of the work.

Milling	6,213 SY @ $2.70	=$ 16,775.10
Paving w/2.0" SP-9.5	1,955 TN @ $121.50	=$237,532.50
	TOTAL:	**=$254,307.60**

Option – City of Cocoa to retain millings

Milling	6,213 SY @ $2.70	=$ 16,775.10
Paving w/2.0" SP-9.5	1,955 TN @ $121.50	=$237,532.50
Deliver Millings to Plaza Pkwy.	34 Loads @ $400.00	=$ 13,600.00
	TOTAL:	**=$267,907.60**

Notes

1. Payment is to be made within 30 days after completion of work. City of Cocoa agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
2. Prices will be honored for 30 days from the date of this proposal.
3. New asphalt pavement takes approximately 60 days to cure. During this period, it is possible for pavement scuffing (i.e., tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
4. Asphalt prices for this proposal are based on the current Brevard County Contract #B-6-23-70.

Exclusions are as follows:
Fees or Permits
Sunday, Holiday, or Night Work
Testing
Utility Risers
Striping

APPROVED & ACCEPTED BY:

GOODSON PAVING:	CITY OF COCOA:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

PROPOSAL

Fausnight STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PHONE	FAX	DATE
		10/28/24
	PROPOSAL #	24-0797

TO City of Cocoa

Attention: Dylan Price
dprice@cocoafl.gov

JOB NAME/LOCATION
Range Rd Mill & Pave
Range Rd
City of Cocoa

Piggyback Seminole County Contract IFB-604562-23/LNF

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
999-B	Lay-out for Striping	22905	LF	$ 0.12	$ 2,748.60
999-C	Lay-out for Symbol	2	EA	$ 23.00	$ 46.00
999-D	Lay-out for Message	2	EA	$ 17.00	$ 34.00
711-11-231	Thermoplastic, Std, Yellow, Skip, 6"	640	LF	$ 1.10	$ 704.00
711-11-121	Thermoplastic, Std, White, Solid, 6"	13415	LF	$ 0.96	$ 12,878.40
711-11-221	Thermoplastic, Std, Yellow, Solid, 6"	8650	LF	$ 0.96	$ 8,304.00
711-11-123	Thermoplastic, Std, White, Solid, 12"	90	LF	$ 3.00	$ 270.00
711-11-125	Thermoplastic, Std, White, Solid, 24"	110	LF	$ 6.00	$ 660.00
711-11-170	Thermoplastic, Std, White, Arrow, (Single)	2	EA	$ 90.00	$ 180.00
711-11-160-B	Thermoplastic, Std, White, Message, "SCHOOL"	2	EA	$ 140.00	$ 280.00
706-3	Retro Reflective Pvmt Markers Class B (FDOT 706)	300	EA	$ 3.95	$ 1,185.00

Note:
Temporary Striping is excluded.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Total: **$ 27,290.00**

Terms: Net 30

Authorized Signature: Drew Mikler

Proposal Valid for 90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Signature

CONTACTS:

Estimating Department	estimating@fausnight.com
Phil Fausnight, President/Contracts Administrator	phil@fausnight.com
John Bruce, Project Coordinator/Scheduling	john.bruce@fausnight.com
Cris Mercedes, Gen Admin, Insurance, Submittals	cris@fausnight.com

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD

DATE: August 31, 2023

B-6-23-70 Paving Services & Asphaltic Concrete

PROCUREMENT ANALYST: James Norris

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
Goodson Paving	Cocoa, FL	**Per Attached Tabulation**	**12,000,000 Annually (Estimate only)**
Preferred Materials, Inc	Kissimmee, FL	**Per Attached Tabulation**	
V.A. Paving, Inc.	Cocoa, FL	**Per Attached Tabulation**	
Pavement Technology, Inc	Westlake, OH	NONE	NO BID

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Kathy Wall, Central Services Director

---

AWARDED BY A COMMITTEE CONSISTING OF:

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 31, 2023 ENDING DATE: August 30, 2024
RENEWAL OPTION ☐ One year ☒ four (4) additional one-year periods

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance listing Brevard County as additional insured
☐ Please provide performance and payment bonds as required.
☒ IRS W-9 (2018 Version)

Bid Title: Paving Services & Asphaltic Concrete
Bid No: B-6-23-70
Opening Date & Time: August 17, 2023 10:00 AM
Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM Posted By: James Norris

BID TABULATION

ASPHALTIC CONCRETE		BID # B-6-23-70	Contractor		
DESCRIPTION		UNIT	Goodson Paving	Prefered Materials, Inc	V.A. Paving
SUPERPAVE					
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 121.50	$ 157.95	$ 113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 138.00	$ 216.05	$ 139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	$ 165.00	$ 263.10	$ 215.00
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 124.75	$ 152.10	$ 109.45
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 140.00	$ 210.15	$ 135.17
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	$ 165.00	$ 259.75	$ 215.00
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 715.00	$ 1,200.00	$ 650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 550.00	$ 1,446.00	$ 605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 425.00	$ 920.25	$ 385.00
HOT ASPHALT SP-9.5	FOB	TON	NO BID	$ 102.05	$ 87.00
HOT ASPHALT SP-12.5	FOB	TON	NO BID	$ 102.05	$ 83.00
FRICTION COURSE					
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 210.00	$ 300.35	$ 244.40
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 161.00	$ 192.90	$ 137.22
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 159.00	$ 174.15	$ 134.87
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 615.00	$ 1,445.00	$ 635.00
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 565.00	$ 917.00	$ 415.00
HOT ASPHALT FC-12.5	FOB	TON	NO BID	$ 124.00	$ 110.00
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.					
MISCELLANEOUS					
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	$ 7.90	$ 6.55	$ 5.00
	SY 2,501 - 5,000 SY	SY	$ 3.60	$ 4.45	$ 3.00
	SY 5,001 - 15,000 SY	SY	$ 2.70	$ 3.10	$ 2.75
	SY 15,001 + SY	SY	$ 2.45	$ 3.10	$ 2.50
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	$ 20.00	$ 19.20	$ 10.00
TACK	FOB	GAL	$ 10.25	$ 23.50	$ 15.00
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	$ 0.85	$ 2.00	$ 1.00
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	$ 1.05	$ 2.00	$ 2.00
ASHPALT MILLINGS	FOB	TON	NO BID	$ 110.00	$ 75.00
NON-STANDARD HOURS WORK PER TON			$ 18.00	$ 16.50	$ 10.00

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

2. Approve a Budget Resolution Amending the FY24 Budget, BAF#24-025-T for the use of Stormwater Contingency funds for the following:
1) $24,907 for a Task Order Modification to Mead & Hunt for additional Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to sign the Task Order Change Order and issue the Change Order.
2) $27,826 for the cost of the Floating Wetlands Bond. (23.705). (Interim Public Works Director)

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

3. Approve a Resolution Amending the FY2023 Budget, BAF# 23-134-IFT-1 to return funds to Cocoa CRA as a result of unspent budget for Cocoa Village CRA policing contract with Cocoa PD. (23-731). (Finance Director)

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

(B) Multi-Year Contracts:

4. To Approve Task Order 2024-05 with Carollo Engineers, Inc. for Engineering Services During Construction for the Jerry Sellers Water Reclamation Facility Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project; To Approve as a Multi-Year Contract from FY2024 through FY2025. (23-648). (Utilities Director)

- **Approved. Task Order and Contract to be executed and distributed as necessary.**

5. Approve Participation in a Multi-Year Piggy-Back Agreement with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping and Brick Texture Surfacing utilizing Seminole County Contract No. IFB-604562-23/LNF, Effective 11/28/2023 through 08/28/2026, with two (2) each one-year renewal option. Authorize the City Manager to sign the related agreements and renewals and issue the purchase order(s). (23-714). (Interim Public Works Director)

- **Approved. Related agreements and renewals to be executed and distributed as necessary.**

VI. Public Hearings:

1. Two matters related to the Mountain Cove Homes at Lakes at Cocoa Grove Development - (1) Consider Petition filed by Mountain Cove Homes at Lakes at Cocoa Grove, LLC. to create a community development district pursuant to Chapter 190, Florida Statutes, and approve on First Reading Ordinance No. 27-2023 Creating the Lakes at Cocoa Grove Community Development District. (Community Services Director); and (2) Postpone consideration and approval of the First Amendment to Settlement Implementation Agreement to the City Council Meeting to be held on December 12, 2023 at 6:00 p.m. for purposes of preserving public notice of the adoption of the proposed agreement. (23-744). (Community Services Director)

    - **Approved on First Reading.**

VII. Council Business:

1. Approval of the amended street closure for the HCVMS Holiday Bicycle Parade and a new street closure request for Family Promise. The Family Promise Street Closure is outside the Central Business District. (23-701). (Communications & ED Director)

    - **Approved.**

2. Approve the requested 2024 street closures associated with the proposed Special Events. (23-703). (Communications & ED Director)

    - **Approved.**

3. Annual Appointment of the Deputy Mayor. (23-702). (Administrative Services Director)

    - **Lavander Hearn was reappointed as Deputy Mayor for another year, through November 2024.**

4. Approve the time change for the upcoming Cocoa/Rockledge Holiday Parade on December 9, 2023. (23-711). (Communications & ED Director)

    - **Approved.**

Bid Title: Paving Services & Asphaltic Concrete
Bid No: B-6-23-70
Opening Date & Time: August 17, 2023 10:00 AM
Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM Posted By: James Norris

BID TABULATION

CONCRETE ASPHALTIC BID # B-6-23-70			Contractor		
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FRICTION COURSE						
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	SY 2,501 - 5,000 SY	SY	$ 3.60	$ 4.45	$ 3.00
	SY 5,001 - 15,000 SY	SY	$ 2.70	$ 3.10	$ 2.75
	SY 15,001 + SY	SY	$ 2.45	$ 3.10	$ 2.50
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	$ 20.00	$ 19.20	$ 10.00
TACK	FOB	GAL	$ 10.25	$ 23.50	$ 15.00
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	$ 0.85	$ 2.00	$ 1.00
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	$ 1.05	$ 2.00	$ 2.00
ASHPALT MILLINGS	FOB	TON	NO BID	$ 110.00	$ 75.00
NON-STANDARD HOURS WORK PER TON			$ 18.00	$ 16.50	$ 10.00

Intended Award: All Items will awarded to Goodson Paving, Inc. Preferred Materials, Inc and V.A. Paving

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval _____SC_____

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	**INVITATION TO BID** **Bid Acknowledgment**
PROCUREMENT ANALYST: (321) 617-7390 James Norris Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: myvendorlink.com

RELEASE DATE:	**BID TITLE**: Paving Services and Asphaltic Concrete	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
July 27, 2023		B-6-23-70	August 17, 2023 @10:00 am

PRE-BID DATE, TIME, AND LOCATION:
NONE SCHEDULED

☐ **Mandatory**
☐ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( )	If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. The Contractor acknowledges that the information provided in this ITB is true and correct.

X

_____
AUTHORIZED SIGNATURE (*MANUAL*)

_____
NAME (*PRINTED*)

_____ _____
TITLE DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this _____ day of _____ 20___.
Personally known: ☐
Or produced identification: ☐ Type of ID: _____

(AFFIX SEAL or STAMP)

_____ _____
SIGNATURE OF NOTARY PUBLIC STATE

_____
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires_____

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	_____
Yes ☐	No ☒	PERFORMANCE BOND	_____
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	**FINANCIAL CLASS**	**BOND AMOUNT UP TO:**	**FINANCIAL CLASS**
$ 1,000,000	**I**	**$ 25,000,000**	**V**
$ 2,000,000	**II**	**$ 50,000,000**	**VI**
$ 5,000,000	**III**	**$ 100,000,000**	**VII**
$ 10,000,000	**IV**		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to VendorLink website.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

    The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

    As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this

State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. Federal Emergency Management Agency (FEMA) Contract Requirements: During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or

indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Florida Statutes § 287.05701, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

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CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in the rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on USB Flash Drive
- ☐ Confirmation of Drug-Free Workplace Form
- ☐ Non-Collusion Affidavit of Prime Bidder
- ☐ Public Entity Crime
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Foreign Influence on Contracts or Grants
- ☐ Reference Form with a minimum of three (3) / maximum of five (5) references listed.
- ☐ Attachment A - FEMA Contract Provisions
- ☐ Attachment B - BYRD Anti-Lobbying Amendment Certification
- ☐ Attachment C - Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

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SPECIAL CONDITIONS

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Public Works Department/Road and Bridge, is soliciting bids for supplier(s) to furnish all labor, materials, tools, equipment, and trucking to perform all work and services to provide Paving Services & Asphaltic Concrete

Award

Award will be based on line item pricing to reflect the best interest of the County. The County intends to award to multiple contractors. The County will assign work on a project-by-project basis.

2. **CONTRACT PERIOD**

The terms of this agreement shall be effective for one (1) year, with the option to renew by mutual agreement of both parties, for four (4) additional one (1) year periods with the opportunity to negotiate pricing, terms, and conditions. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew.

Any mutually agreed adjustments to the pricing, terms, or conditions will take effect upon the renewal date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI).

Line Items listed on the Florida Department of Transportation (FDOT) Asphaltic Index will be adjusted (both increases and decreases) by the Bituminous Index rate. A price adjustment will be made only when the current Florida Department of Transportation (FDOT) Asphalt Price Index varies more than 5% from the Bituminous Material index that was applicable when bids were received. Any price adjustments will be approved by the Purchasing Manager and the Public Works Department.

3. **DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

4. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact James Norris, Purchasing Services at 321-617-7390 X 59332 or by email at james.norris@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to

the attention of James Norris at james.norris@brevardfl.gov. To be given consideration, such requests must be received in writing no later than **Thursday August 10, 2023 by close of business at 5:00 pm.**

5. **RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than Thursday August 17, 2023 at 10:00 am**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid**. DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

7. **BID SUBMITTAL PACKAGE REQUIREMENTS**

Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

8. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

9. **E-VERIFY**

Pursuant to State of Florida Executive Order No. 11-116, all contactors/vendors are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the contractor/vendor prior to issuance of a PO or contract with Brevard County - https://www.e-verify.gov/employers/enrolling-in-e-verify.

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SCOPE OF SERVICES

1. The Scope of Services consists of paving services and the purchase of asphaltic concrete. The services shall include all materials, preparation, (including cleaning of all areas of work), mixing, tools, labor, supervision, equipment, fuel, travel, incidentals, and other related items necessary to complete the work in accordance with the Scope of Services.
2. The Contractor will coordinate a work schedule with the authorized representative of the Public Works Department/Road and Bridge to ensure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress.
3. If the Contractor fails to properly perform the conditions of the bid, in the sole opinion of the County, the County will communicate to the Contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to terminate the bid.
4. All material supplied under this bid must meet the requirements of Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FY 2023-24 (current edition) and as updated by FDOT during the term of the bid.
5. Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified rate. If requested by the County to work “non-standard hours” the County will pay an additional non-standard rate per ton.
6. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available within 72 hours of notification by the County, and within five business days’ notice by the County for any non-standard time work. In the event the Contractor cannot meet the availability notification, the County reserves the right to move to the next available Contractor.
7. USE OF SUBCONTRACTORS: The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the County.
8. The Contractor shall furnish all materials, equipment, labor, and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The Contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The Contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per FDOT Section 334 Superpave Asphalt Concrete.
9. The Contractor must provide a minimum 48-hour notice to the County’s project manager prior to leaving the job site.
10. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed and replaced by the Contractor at the Contractor’s expense.
11. The Contractor will be responsible for cleaning of driveways (tack, dirt, and debris from brooming).

12. The Contractor shall be responsible for rideability (must bring any problems of existing conditions to the County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Section 330. Roadways subject to straight edge requirements.

13. The Contractor to place all asphalt mixtures by the string line method, per FDOT Section 334 Superpave Asphalt Concrete. The Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the Contractor.

14. The Contractor shall provide temporary striping in accordance with FDOT Section 102 Maintenance of Traffic. When the County's term striping contractor is not available, the Contractor must provide temporary striping. The method of payment for temporary striping shall be LF.

15. When required, the Contractor shall provide all equipment, labor, and materials for Maintenance of Traffic in accordance with FDOT Section 102 Maintenance of Traffic, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

16. The Contractor shall conform to the requirements of FDOT Section 330 Hot Mix Asphalt - General Construction Requirements.

17. The Contractor shall conform to the requirements of FDOT Section 327 Milling of Existing Asphalt Pavement. Please note: The milled surface must be of uniform grade, consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of the hot mix.

18. Plant locations must be identified by the Contractor on the County's bid price sheet at the time of bid submission.

19. Projects still in progress under the County's current bid (Bid No. B-6-20-57) will be completed by the assigned contractor under the current terms of the bid. The Contractor(s) awarded this bid (Bid No. B-6-23-70) will be responsible for the completion of any projects already in progress at the time of that bid's future expiration.

20. An electronic weight ticket with the County bid number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

21. Any "pushing" or "slipping" of the asphalt within a 12-month period after final payment of the work (County acceptance of the work) will be repaired at the Contractor's expense.

22. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

23. Testing by the County may be required using the following guidelines:

    Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT requirements (samples from the field shall be taken directly in front of the power-screw feed).

    All deficiencies will be corrected by the Contractor per FDOT Specifications.

    Cores may also be required to verify thickness.

24. LIQUIDATED DAMAGES

It is mutually agreed that **time is of the essence for this bid** and should the Contractor fail to complete the work, or portions thereof, within the specified time to achieve completion, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner may retain the amount of liquidated damages $9,000, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the County will have sustained by failure of the Contractor to complete the work, or portions thereof, within the specified time. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the County in the event of such default by the Contractor. Based on the amount of damages not being readily ascertainable, both parties agree that the applicable amount of damages per calendar day is not grossly disproportionate and is reasonably expected to follow from a breach of this bid.

25. DEFECTIVE MATERIALS

If the Contractor provides the County with any defective materials, it shall be the Contractor's responsibility to remove the defective materials and replace them with correct materials at the Contractor's expense. The County will not remit payment for the original materials ordered until this correction is completed by the Contractor.

26. The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering the storm drainage system.

27. PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and debris resulting from asphalt paving services.

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday. At the completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave the project in ready-to-use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

28. INVOICES

The Contractor's invoice shall include the project number, date(s) of service, location of the project, including project limits, and the name of the County's project manager. Upon inspection of the work by the County for acceptable work, the Contractor shall submit the invoice to PublicWorks.Accounts@brevardfl.gov . The invoice shall be in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor's invoice shall also reflect a breakdown of all standard hours and non-standard hours worked.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Paving Services & Asphaltic Concrete
B-6-23-70

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Paving Services & Asphaltic Concrete
B-6-23-70
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) 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.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) 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.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

Paving Services & Asphaltic Concrete
B-6-23-70
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of Contractor) is _____.
2. My relationship to _____ (name of Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that “business operations” means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of Contractor) is not 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 s. 215.473, Florida Statutes.

7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

Paving Services & Asphaltic Concrete
B-6-23-70
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: _____ Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, _____, by (name of person making statement).

[Notary Seal]

_____
Notary Public Signature

_____
Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

Paving Services & Asphaltic Concrete
B-6-23-70
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____("Affiant"), being duly sworn, deposes and says that:

(1) Affiant is_____of_____, the Bidder that has submitted the attached Bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before_____me this_____day
(Signature)
of_____, 20___.

_____ _____
(Notary Public) (Title)

My commission expires:_____ (Seal)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: _____

Paving Services & Asphaltic Concrete
B-6-23-70
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME_____

ADDRESS_____

PRINTED SIGNATURE_____

AUTHORIZED
SIGNATURE_____

TELEPHONE _____FAX#_____DATE_____

EMAIL: _____

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Goodson Paving, Inc., 630 Cidco Rd, Cocoa, FL 32926 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Brevard County Purchasing Services, FL said contract being identified as: Paving Services and Asphaltic Concrete, Contract No. B-6-23-70. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Paving Services and Asphaltic Concrete – see exhibit "A" original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: Brevard County Purchasing Services = City of Cocoa; Brevard County Purchasing Services Code = Code of the City of Cocoa. Further, references to specifically identified Brevard County Purchasing Services Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Goodson Paving, Inc. The term of said agreement shall be for the period effective date of signature through 8/30/2025. Upon the mutual written consent of both parties, the Agreement may be renewed for three (3) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

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

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

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

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

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

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

For Vendor	For City
Goodson Paving, Inc. Attn: Travis Goodson, VP 630 Cidco Road Cocoa, FL 32926 Phone: 321-631-5523 Email: faith.goodsonpaving@gmail.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

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

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this 28 day of Oct 2021

GOODSON PAVING, INC

10/29/21

Signature Date

Travis Goodson, Pres.

Name and Title

CITY OF COCOA

11/1/2021

Signature Date

Stockton Whitten, City Manager

Name and Title

N/A

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Fausnight Stripe and Line, Inc., 910 Charles Street, Longwood, FL 32750 (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 Seminole County, FL, said contract being identified as: Roadway Markings, Striping and Brick Texture Surfacing, Contract No. IFB-604562-23/LNF. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Roadway markings, striping, and brick texture surfacing, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Fausnight Stripe and Line, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 08/28/2026, with two (2) one year option for renewal.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

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

For Vendor	**For City**
Fausnight Stripe and Line, Inc. Attn: Phillip Fausnight, President 910 Charles Street Longwood, FL 32750 Phone: (407)-261-5446 Email: phil@fausnight.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Fausnight Stripe and Line, Inc.

Entered this 4th day of November, 2023 Phillip Fausnight, President

(Print Name / Title)

(Signature)

November 4, 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: _____

Date: 11/28/23

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

CORPORATE SEAL FLORIDA

TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING (IFB-604562-23/LNF)

THIS AGREEMENT is dated as of the 29th day of August 2023, by and between **FAUSNIGHT STRIPE AND LINE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 910 Charles Street, Longwood, Florida 32750, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all materials, delivery, labor, transportation, coordination, and incidentals necessary to perform services and to furnish products as specified in the IFB documents for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

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Clerk of the Circuit Court and Comptroller
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solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to

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contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

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materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

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discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

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provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

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certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

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insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

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Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

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continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

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Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

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Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

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to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

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of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

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For CONTRACTOR:

Fausnight Stripe and Line, Inc.
910 Charles Street
Longwood, FL 32750

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

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with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

SHERRI GILLILAND, Secretary

(CORPORATE SEAL)

FAUSNIGHT STRIPE AND LINE, INC.

By: _____
PHILLIP J. FAUSNIGHT, President

Date: 8/28/2023

SEMINOLE COUNTY, FLORIDA

Witness
Leticia Figueroa
Print Name

Witness
Gladys Marrozos
Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: August 29, 2023

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney
GLK/lpk
5/11/23 8/21/23
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Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

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Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

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Scope of Services

Contractor will provide all materials, delivery, labor, transportation, coordination and incidentals necessary to perform services and to furnish products as specified in the IFB documents.

This is an indefinite quantity contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. Delivery or performance shall be only as authorized by orders in accordance with the terms of this Contract. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

No work will begin until a Release Order has been issued to the contractor. The Order for each project will contain a start date and completion date. Each Order will be treated as a standalone project.

Contractor Responsibility, Compliance and Specifications:

1. The Contractor and Subcontractors must be FDOT certified. Certification shall remain in effect during the term of the contract.

2. Contractor will be responsible for supervising, directing, and sufficiently performing all 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, including all applicable standards and specifications.

3. Contractor will be solely responsible for all means, methods, techniques, scheduling, sequences, and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the work under the contract documents, traffic control, and for enforcement of order and cooperation among contractor's employees and all subcontractors and suppliers.

4. Contractor will be responsible to see that the finished work complies accurately with the contract documents and specifications.

5. All materials and services provided through this contract shall conform and adhere to the latest edition of the Seminole County and Florida Department of Transportation Standards; including the Seminole County Land Development Code, Seminole County Traffic Ordinance, FDOT Roadway and Traffic Design Standards and Standard Specifications for Roadway and Bridge Construction. In addition, this contract shall conform to A.A.S.H.T.O. design standards and the Manual on Uniform Traffic Control Devices (MUTCD). All materials used shall be FDOT approved and / or on the FDOT Approved Products List (APL) or FDOT Qualified Products List (QPL), unless otherwise approved by Seminole County.

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6. In resolving conflicts, errors or discrepancies, the contract documents shall be construed as one- what is required by one document shall be construed as being required by all contract documents. If an issue of priority is due to a conflict or discrepancy between express provisions of the contract documents and any referenced specifications, manuals, or codes of any technical society, organization or association, the provisions of the contract documents will take precedence if they are more stringent or presumptively cause a higher level or performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the provision with the higher cost requirement shall be binding on contractor, unless otherwise directed by the County. In accordance with the intent of the contract documents, Contractor recognizes and accepts that compliance with the priority order specified shall not justify increase in contract price.

7. Contractor shall acquire a Right of Way permit from the Seminole County Engineering Division prior to performing any work within County Right of Way.

8. Permitted lane closures require prior approval by the Seminole County Traffic Engineer or designee.

Pay Item Notes:

1 – 11 and 193 FDOT pay items 700-1-11 through 700-1-14, 700-1-18, 700-1-50, 700-1-60, 700-3-101, 700-3-102, 705-11-1, 705-11-3 and QK-SEPR (traffic signs, delineators and Qwick Kurb Traffic Separator). These items shall be paid based on a furnish and install cost.

26 and 66 FDOT pay items 710-11-321 and 710-12-321 (Black paint) may be used for contrast markings per FDOT Index 17346. These items will be paid per liner foot of black paint installed.

12-25 and 27 FDOT pay items 710-11-121 through 710-11-125, 710-11-131, 710-11-141, 710-11-143, 710-11-190, 710-11-221, 710-11-224, 710-11-231, 710-11-241 710-11-290 and 710-11-421 (standard paint) shall be paid per linear foot of markings installed.

28 - 51 FDOT pay items 710-11-160A through 710-11-160W and 710-11-170, 710-11-170A and 710-11-180 (standard paint) shall be paid on a per message or symbol basis.

52 – 65 and 67 FDOT pay items 710-12-121 through 710-12-125 and 710-12-131, 710-12-141, 710-12-143, 710-12-190, 710-12-221, 710-12-224, 710-12-231, 710-12-241, 710-12-290 and 710-12-421 (durable paint) shall be paid per linear foot of markings installed.

68 – 91 FDOT pay items 710-12-160A through 710-12-160W and 710-12-170, 710-12-170A and 710-12-180 (durable paint) shall be paid on a per message or symbol basis.

92 – 104 FDOT pay items 711-11-121 through 711-11-125, 711-11-131, 711-11-141, 711-11-143, 711-11-221, 711-11-224, 711-11-231, 711-11-241, 711-11-421 (standard thermoplastic) shall be paid per linear foot of markings installed.

105 – 128 FDOT pay items 711-11-160A through 711-11-160W, 711-11-170, 711-11-170A and 711-11-180 (standard thermoplastic) shall be paid on a per message or symbol basis.

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129 FDOT pay item 711-17 (Removal of existing thermoplastic markings) Contractor shall exercise caution while performing and shall not damage the underlying riding / road surface.

130 – 142 FDOT pay items 711-12-121 through 711-12-125, 711-12-131, 711-12-141, 711-12-143, 711-12-221, 711-12-224, 711-12-231, 711-12-241 and 711-12-421 (refurbished thermoplastic) shall be paid per linear foot of markings installed. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.

143 – 166 FDOT pay items 711-12-160A through 711-12-160W, 711-12-170, 711-12-170A, 711-12-180, (refurbished thermoplastic) shall be paid on a per message or symbol basis. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.

167 – 172 and 192 FDOT pay items 711-14-660, 711-14-660A, 523-1, 527-2-1, 527-2-2, 527-2-3 and 523-1-TPXD (route shields, preformed red, preformed pattern pavement markings and detectable warning mats or warning devices. shall meet all FDOT / ADA manufacturer and installation requirements. Use brick red Detectable Warning Systems Mats or equivalent.

177 – 181 FDOT pay items 999A through 999E (Lay-out Striping, Message, and Symbol and Clearing Dirt / Grass from edge line) shall be used per the County's Discretion. Typical layout and clearing shall be included in other pay items per FDOT standards

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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EXHIBIT B - SAMPLE

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
RELEASE ORDER

ORDER NUMBER: 48148

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/12/2023 09:13:18 -04:00
eCertified Id: 03C4-24I0-0D5L

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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IFB-604562-23/LNF
Roadway Markings, Striping and Brick Texture Surfacing

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	$ 320.00	$ 6,400.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	$ 620.00	$ 3,100.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	$ 700.00	$ 3,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	$ 840.00	$ 4,200.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	$ 280.00	$ 7,000.00
6	700-1-50	N	Single Post Sign, Relocate		25	AS	$ 100.00	$ 2,500.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	$ 60.00	$ 3,000.00
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	$ 150.00	$ 1,500.00
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	$ 190.00	$ 3,800.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	$ 80.00	$ 2,400.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	$ 330.00	$ 8,250.00
Sub- Total Group I								**$ 45,650.00**
GROUP II - STANDARD PAINT								
12	710-11-121	N	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	$ 0.29	$ 7,250.00
13	710-11-122	N	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	$ 0.37	$ 370.00
14	710-11-123	N	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	$ 0.70	$ 3,500.00
15	710-11-124	N	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
16	710-11-125	N	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	$ 1.40	$ 1,400.00
17	710-11-131	N	Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	600	LF	$ 0.38	$ 228.00
18	710-11-141	N	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.40	$ 120.00
19	710-11-143	N	Painted Pavement Markings, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	100	LF	$ 0.80	$ 80.00
20	711-11-190	N	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	$ 0.80	$ 400.00
21	710-11-221	N	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	$ 0.30	$ 7,500.00
22	710-11-224	N	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
23	710-11-231	N	Painted Pavement Markings, Standard, Yellow, Skip, 6"	F/I	300	LF	$ 0.37	$ 111.00
24	710-11-241	N	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	150	LF	$ 0.40	$ 60.00
25	711-11-290	N	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	$ 0.80	$ 1,200.00

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26	710-11-321	N	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	$ 0.28	$ 1,400.00
27	710-11-421	N	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	$ 0.50	$ 500.00
28	710-11-160-A	N	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	$ 40.00	$ 200.00
29	710-11-160-B	N	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	$ 45.00	$ 450.00
30	710-11-160-C	N	Painted Pavement Markings, Standard, White,Message, "MERGE"	F/I	5	EA	$ 30.00	$ 150.00
31	710-11-160-D	N	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	$ 20.00	$ 100.00
32	710-11-160-E	N	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	$ 20.00	$ 200.00
33	710-11-160-F	N	Painted Pavement Markings, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 20.00	$ 100.00
34	710-11-160-G	N	Painted Pavement Markings, Standard, White, Message, "XING"	F/I	5	EA	$ 20.00	$ 100.00
35	710-11-160-H	N	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	$ 20.00	$ 200.00
36	710-11-160-J	N	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	$ 20.00	$ 100.00
37	710-11-160-K	N	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	$ 20.00	$ 100.00
38	710-11-160-L	N	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	$ 30.00	$ 150.00
39	710-11-160-M	N	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	$ 25.00	$ 125.00
40	710-11-160-N	N	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	$ 20.00	$ 100.00
41	710-11-160-P	N	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	$ 30.00	$ 450.00
42	710-11-160-Q	N	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	$ 20.00	$ 200.00
43	710-11-160-R	N	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	$ 20.00	$ 200.00
44	710-11-160-S	N	Painted Pavement Markings, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 50.00	$ 250.00
45	710-11-160-T	N	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	$ 5.00	$ 250.00
46	710-11-160-U	N	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	$ 5.00	$ 250.00
47	710-11-160-V	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	5	EA	$ 30.00	$ 150.00

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48	710-11-160-W	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 25.00	$ 125.00
49	710-11-170	N	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	$ 40.00	$ 400.00
50	710-11-170-A	N	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	$ 42.00	$ 420.00
51	710-11-180	N	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	$ 15.00	$ 75.00
Sub- Total Group II								**$ 30,564.00**
GROUP III - DURABLE PAINT								
52	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	$ 0.36	$ 18,000.00
53	710-12-122	N	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	$ 0.42	$ 420.00
54	710-12-123	N	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	$ 1.40	$ 28,000.00
55	710-12-124	N	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	$ 1.45	$ 1,450.00
56	710-12-125	N	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	$ 2.80	$ 7,000.00
57	710-12-131	N	Painted Pavement Markings, Durable Paint, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	1,200	LF	$ 0.45	$ 540.00
58	710-12-141	N	Painted Pavement Markings, Durable Paint, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	600	LF	$ 0.50	$ 300.00
59	710-12-143	N	Painted Pavement Markings, Durable Paint, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 1.50	$ 225.00
60	710-12-190	N	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	$ 1.50	$ 1,500.00
61	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	$ 0.36	$ 18,000.00
62	710-12-224	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	$ 1.45	$ 3,625.00
63	710-12-231	N	Painted Pavement Markings, Durable Paint, Yellow, Skip, 6"	F/I	600	LF	$ 0.45	$ 270.00
64	710-12-241	N	Painted Pavement Markings, Durable Paint, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.50	$ 150.00
65	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	$ 1.50	$ 3,750.00
66	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	$ 0.35	$ 3,500.00
67	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	$ 0.70	$ 700.00
68	710-12-160-A	N	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 50.00	$ 500.00

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69	710-12-160-B	N	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	$	45.00	$ 900.00
70	710-12-160-C	N	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	$	30.00	$ 300.00
71	710-12-160-D	N	Painted Pavement Markings, Durable Paint, White, Message, "YIELD"	F/I	10	EA	$	25.00	$ 250.00
72	710-12-160-E	N	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	$	25.00	$ 375.00
73	710-12-160-F	N	Painted Pavement Markings, Durable Paint, White, Message, "TRAIL"	F/I	5	EA	$	25.00	$ 125.00
74	710-12-160-G	N	Painted Pavement Markings, Durable Paint, White, Message, "XING"	F/I	5	EA	$	25.00	$ 125.00
75	710-12-160-H	N	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	$	22.00	$ 330.00
76	710-12-160-J	N	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	$	22.00	$ 220.00
77	710-12-160-K	N	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	$	22.00	$ 220.00
78	710-12-160-L	N	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	$	45.00	$ 450.00
79	710-12-160-M	N	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	$	30.00	$ 300.00
80	710-12-160-N	N	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	$	22.00	$ 110.00
81	710-12-160-P	N	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	$	35.00	$ 875.00
82	710-12-160-Q	N	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	$	22.00	$ 220.00
83	710-12-160-R	N	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	$	22.00	$ 220.00
84	710-12-160-S	N	Painted Pavement Markings, Durable Paint, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$	70.00	$ 350.00
85	710-12-160-T	N	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	$	8.00	$ 1,200.00
86	710-12-160-U	N	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	$	8.00	$ 1,200.00
87	710-12-160-V	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$	45.00	$ 450.00
88	710-12-160-W	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$	40.00	$ 200.00
89	710-12-170	N	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	$	70.00	$ 1,750.00

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Seminole County Clerk of the Circuit Court and Comptroller
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90	710-12-170-A	N	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	$ 75.00	$ 750.00
91	710-12-180	N	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	$ 20.00	$ 100.00
Sub- Total Group III							$ -	**$ 98,950.00**
GROUP IV - THERMOPLASTIC								
92	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	$ 0.96	$ 144,000.00
93	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	$ 1.40	$ 2,100.00
94	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	$ 3.00	$ 60,000.00
95	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	$ 4.00	$ 4,000.00
96	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	$ 6.00	$ 30,000.00
97	711-11-131	N	Thermoplastic, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 1.10	$ 4,400.00
98	711-11-141	N	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 1.10	$ 2,200.00
99	711-11-143	N	Thermoplastic, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 3.00	$ 450.00
100	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.96	$ 144,000.00
101	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	$ 4.00	$ 10,000.00
102	711-11-231	N	Thermoplastic, Standard, Yellow, Skip, 6"	F/I	2,000	LF	$ 1.10	$ 2,200.00
103	711-11-241	N	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 1.10	$ 1,100.00
104	711-11-421	N	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	$ 3.80	$ 1,900.00
105	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	$ 200.00	$ 4,000.00
106	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	$ 140.00	$ 21,000.00
107	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	$ 130.00	$ 4,550.00
108	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YIELD"	F/I	25	EA	$ 65.00	$ 1,625.00
109	711-11-160-E	N	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	$ 65.00	$ 3,250.00
110	711-11-160-F	N	Thermoplastic, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 150.00	$ 750.00
111	711-11-160-G	N	Thermoplastic, Standard, White, Message, "XING"	F/I	5	EA	$ 150.00	$ 750.00
112	711-11-160-H	N	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	$ 65.00	$ 3,250.00
113	711-11-160-J	N	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	$ 65.00	$ 3,250.00
114	711-11-160-K	N	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	$ 65.00	$ 3,250.00
115	711-11-160-L	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	$ 140.00	$ 10,500.00
116	711-11-160-M	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	$ 100.00	$ 2,000.00
117	711-11-160-N	N	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	$ 40.00	$ 600.00
118	711-11-160-P	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	$ 130.00	$ 9,750.00
119	711-11-160-Q	N	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	$ 55.00	$ 825.00
120	711-11-160-R	N	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	$ 40.00	$ 600.00
121	711-11-160-S	N	Thermoplastic, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 180.00	$ 900.00

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122	711-11-160-T	N	Thermoplastic, Standard, White, Symbol, Helmeted Bicyclist	F/I	250	EA	$ 135.00	$ 33,750.00
123	711-11-160-U	N	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	$ 75.00	$ 18,750.00
124	711-11-160-V	N	Thermoplastic, Standard, White, Symbol,Wheelchair Accessible, 5' Height	F/I	25	EA	$ 90.00	$ 2,250.00
125	711-11-160-W	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	15	EA	$ 80.00	$ 1,200.00
126	711-11-170	N	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	$ 90.00	$ 6,750.00
127	711-11-170-A	N	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	$ 100.00	$ 5,000.00
128	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	$ 10.00	$ 200.00
129	711-17	N	Thermoplastic, Remove Exist. Thermoplastic Pavement Markings		5,000	LF	$ 1.80	$ 9,000.00
130	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	$ 0.85	$ 127,500.00
131	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	$ 1.20	$ 1,800.00
132	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	$ 2.75	$ 55,610.50
133	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	$ 3.60	$ 5,400.00
134	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	$ 5.20	$ 39,000.00
135	711-12-131	N	Thermoplastic, Refurbishment, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 0.92	$ 3,680.00
136	711-12-141	N	Thermoplastic, Refurbishment, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 0.92	$ 1,840.00
137	711-12-143	N	Thermoplastic, Refurbishment, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 2.90	$ 435.00
138	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.85	$ 127,500.00
139	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	$ 3.60	$ 12,600.00
140	711-12-231	N	Thermoplastic, Refurbishment, Yellow, Skip, 6"	F/I	2,000	LF	$ 0.92	$ 1,840.00
141	711-12-241	N	Thermoplastic, Refurbishment, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 0.92	$ 920.00
142	711-12-421	N	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	$ 4.00	$ 2,000.00
143	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 90.00	$ 900.00
144	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	$ 150.00	$ 3,750.00
145	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	$ 70.00	$ 1,050.00
146	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	$ 22.00	$ 220.00
147	711-12-160-E	N	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	$ 22.00	$ 1,100.00
148	711-12-160-F	N	Thermoplastic, Refurbishment, White, Message, "TRAIL"	F/I	5	EA	$ 150.00	$ 750.00
149	711-12-160-G	N	Thermoplastic, Refurbishment, White, Message, "XING"	F/I	5	EA	$ 150.00	$ 750.00
150	711-12-160-H	N	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	$ 22.00	$ 1,100.00
151	711-12-160-J	N	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	$ 22.00	$ 550.00
152	711-12-160-K	N	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	$ 22.00	$ 550.00
153	711-12-160-L	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	$ 120.00	$ 6,000.00
154	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	$ 60.00	$ 600.00

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155	711-12-160-N	N	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	$ 22.00	$ 220.00
156	711-12-160-P	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	$ 150.00	$ 7,500.00
157	711-12-160-Q	N	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	$ 22.00	$ 220.00
158	711-12-160-R	N	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	$ 22.00	$ 220.00
159	711-12-160-S	N	Thermoplastic, Refurbishment, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 180.00	$ 900.00
160	711-12-160-T	N	Thermoplastic, Refurbishment, White, Symbol, Helmeted Bicyclist	F/I	125	EA	$ 60.00	$ 7,500.00
161	711-12-160-U	N	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	$ 25.00	$ 3,125.00
162	711-12-160-V	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$ 40.00	$ 400.00
163	711-12-160-W	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 40.00	$ 200.00
164	711-12-170	N	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	$ 92.00	$ 6,900.00
165	711-12-170-A	N	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	$ 100.00	$ 7,500.00
166	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	$ 10.00	$ 250.00
167	711-14-660	N	Thermoplastic, Preformed, Multi-Color Route Shield	F/I	2	EA	$ 2,000.00	$ 4,000.00
168	711-14-660-A	N	Preformed Thermoplastic Pedestrian Symbols (Yellow and Black)	F	10	EA	$ 880.00	$ 8,800.00
Sub-Total Group IV								**$ 999,280.50**
GROUP V - MISCELLANEOUS								
169	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	$ 180.00	$ 450,000.00
170	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	$ 3.00	$ 10,500.00
171	527-2-2	N	Pre-Molded Red Detectable Warning Mat (Safety Step TD Ramp Up Mat or Equivalent)	F/I	3,500	SF	$ 32.00	$ 112,000.00
172	527-3	N	Remove Existing Detectable Warnings		1,500	SF	$ 5.00	$ 7,500.00
173	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	$ 3.95	$ 98,750.00
174	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	$ 0.30	$ 3,000.00
175	713-103-101	N	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 4.20	$ 10,500.00
176	713-103-201	N	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 4.20	$ 10,500.00
177	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	$ 15.00	$ 2,250.00
178	999-B	N	Lay-out for Striping	F/I	75,000	LF	$ 0.12	$ 9,000.00
179	999-C	N	Lay-out for Symbol	F/I	100	EA	$ 23.00	$ 2,300.00
180	999-D	N	Lay-out for Message	F/I	100	EA	$ 17.00	$ 1,700.00
181	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	$ 0.22	$ 6,600.00
182	999-F	N	Temporary Tape (6" Foil Backed) Roll	F	150	LF	$ 2.00	$ 300.00
183	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	$ 25.00	$ 3,750.00
184	999-H	N	Small Project Minimum Charge (Job Quantities < $977.50)		5	LS	$ 1,500.00	$ 7,500.00

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185	701-11-111	N	Audible/Vibratory Pvmt Marking, Std, White Solid 6"	F/I	34,000	EA	$	1.55	$	52,700.00
186	701-11-211	N	Audible/Vibratory Pvmt Marking, Std, Yellow Solid 6"	F/I	5,800	EA	$	1.55	$	8,990.00
187	701-11-231	N	Audible/Vibratory Pvmt Marking, Std, Yellow Skip 6"	F/I	36,800	EA	$	1.55	$	57,040.00
188	711-18	N	Surface Preparation Planing 6"	F/I	43,480	EA	$	0.55	$	23,914.00
189	706-3-PSA-YY	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN - Yellow/Yellow)	F	5	EA	$	450.00	$	2,250.00
190	706-3-PSA-WR	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -White/Red)	F	5	EA	$	450.00	$	2,250.00
191	706-3-PSA-BB	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -Two Way Blue)	F	5	EA	$	450.00	$	2,250.00
192	523-1-TPXD	Y	Patterned Pavement Preformed Thermoplastic, TrafficPatternsXD Stamped Brick Pattern (Herringbone or Running Bond)	F/I	400	SY	$	225.00	$	90,000.00
193	QK-SEPR	Y	Qwick Kurb Traffic Separator with Flexible Mash Bollards	F/I	300	LF	$	115.00	$	34,500.00
Sub- Total Group V									**$**	**1,010,044.00**

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EXHIBIT "D"

Agreement Name: Roadway Markings, Striping and Brick Texture Surfacing

Agreement Number: IFB-604562-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604562-23/LNF are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 18th day of August, 2023.

Fausnight Stripe and Line, Inc.
Consultant Name

By: Phillip J Fausnight
Print/Type Name: Phillip J Fausnight
Title: President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 18th day of August, 2023, by Phillip J Fausnight (Full Name of Affiant).

CRISTANNY MERCEDES
MY COMMISSION # HH 037249
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Cristanny Mercedes
Print/Type Name Cristanny Mercedes
Notary Public in and for the County
and State Aforementioned
My commission expires: 12/19/2024

E-Verify Affidavit
Revised 5/19/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

June 28, 2024

Robert Capoferri, President
Asphalt Paving Systems, Inc.
8940 Gall Blvd.
Zephyrhills, Florida 33541

REF: Agreement: ITB24-088 Countywide Resurfacing and Preservation Projects

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, June 11, 2024.

Agreement enclosed for your files. Congratulations.

Sincerely,

Leigha Utter

Leigha Utter, Purchasing Assistant
Citrus County Department of Management & Budget

cc: Charles Leazott, Field Operations Supervisor, Technical Services Division
Walt Eastmond, Director, Technical Services Division
Carlton Hall, Assistant Director, Department of Public Works

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY [illegible] D.C.
THIS 27 DAY OF June 20 24

CONSTRUCTION AGREEMENT

This Services Agreement is entered into by the parties this 11th day of June, 2024.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

And

Asphalt Paving Systems, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Charles Leazott, Engineering Operations Mgr. Department of Public Works/Engineering 3600 W. Sovereign Path, Suite 241 Lecanto, Florida 34461 Phone: 352-527-5269 Fax: 352-527-5482 Email: charles.leazott@citrusbocc.com	Robert Capoferri, President Asphalt Paving Systems, Inc. 8940 Gall Blvd. Zephyrhills, FL 33541 Phone: 813-788-0010 Fax: 813-788-0020 Email: flestimating@asphaltpavingsystems.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Work or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Compensation
2. Exhibit B – Scope of Work

7.0 Duration of Agreement and Commencement of Work: The duration of the Agreement shall be for a period of two (2) years from the date of execution of the Agreement with an option to renew for three (3) additional one (1) year renewal periods, or until the completion of projects authorized through a Work Order Assignment to County's satisfaction. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and/or Work Order and/or a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Work Provided by Contractor: The Work to be performed by Contractor is summarized in the Scope of Work, attached to this Agreement as Exhibit "B", Technical Specifications attached to the ITB 24-088 Solicitation document and Work Order form provided to Contractor for each project. If County identifies any additional Work to be provided by Contractor that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

9.1 Work Orders: Anytime County requires Contractor's Work for a project, County will develop a "conceptual" scope of Work for the project and share such with Contractor. Contractors will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable. All Work to be performed by Contractor under a Work Order shall be to the satisfaction of County. Furthermore, Contractor shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during the County's Projects. County shall have the right to rescind its request for Contractor's Work and seek the services of another Contractor. Under no circumstances shall County be liable to Contractor for any costs incurred by Contractor for in the event a Work Order is rescinded or for unauthorized Work performed by Contractor.

9.1.1 Duration of Work Orders: Project Work and duration will be established for each Work Order. Work Orders issued under the Agreement will remain in force until completed by Contractor or cancelled by County and time is of the essence per performance of this Agreement and each of its provisions.

9.1.2 Notices of Work Orders: Work Orders are "sub-agreements" to this Agreement whereby County and Contractor mutually agree to the scope, schedule and price of a project that is assigned to Contractor. All notices between the County and Contractor concerning Work Orders shall be between County and Contractor. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

9.2 Suspension of Contractor's Work under a Work Order Assignment: County may, in its sole discretion, suspend Contractor's Work covered under any Work Order assignment, at any time, when in the best interest of County. County shall provide Contractor written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Contractor and subcontractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Work covered under the Work Order assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Contractor, County shall either issue a written notice authorizing Contractor to resume the Work or terminate the Work Order assignment. If County issues notice to Contractor to resume its Work, Contractor will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Contractor only for Work satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Contractor's Work shall not entitle Contractor to any loss of anticipated profit under this provision.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the performance of the Work shall be at the unit prices noted in Exhibit "A", attached to this Agreement. All Work shall be paid for based on actual units of work performed to the satisfaction of County.

10.1 Price Increase: Contractor may request an increase in price for the Work each year after the initial two (2) year period. The request to increase the price must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to each Agreement renewal date in order for a request to be considered by County. Such an increase may be no greater than five percent (5%).

11.0 Payment of Payment Requests:

11.1 Payment Requests: Request for payment may be made upon completion, testing and acceptance of work included in a Work Order or combination of Work Orders associated with a Project/Area. For Work Order(s) in the amount of $100,000 or more, requests for payment for the provision of the Work provided under the Work Order shall be submitted no more frequently than once per month, unless stipulated differently in the Work Order. At a minimum, the payment requests shall include the Work Order Number, Purchase Order Number, a description of the Work completed, tested, and accepted by County, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Work Order and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to request any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Work covered under the payment request have been completed, tested and accepted by County, in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work covered under the payment request does not satisfy the Work Order, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Work completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act",or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Work to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Work under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to the County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants, and subcontractors, performing work on the project, and all other records of Contractor, their sub-consultants and subcontractors considered necessary by County for a proper audit of project costs.

11.8 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.9 Final Payment: Once the Work have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

11.10 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted Work or equipment and materials provided by suppliers, Contractor shall remit payment to those subcontractors and suppliers from the retainage.

11.11 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" Contractor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Deficiency Notices: After Work on a project is commenced, Authorized County personnel may issue a Notice of Deficiency to note that the Contractor is performing work in violation of the Contract conditions and or Work Order. Liability for any damages arising from the items listed in the Notice of Deficiency will be the responsibility of the Contractor, at no additional cost to the County. Causes for a Notice of Deficiency may include, but are not limited to, failure to submit a Project Schedule, failure to complete a Work Order within the scheduled time, failure to complete a Work Order, creating unsafe conditions for the traveling public, construction workers and County personnel, inadequate maintenance of traffic, substandard workmanship and/or materials, failure to adhere to approved work hours.

12.1 Upon receiving a Notice of Deficiency, the Contractor shall sign receipt of the Notice, returning a signed copy to the inspector and retaining one for their records. Signature of the Notice does not constitute admittance of the deficiency, only receipt of the Notice. Failure to sign the Notice may result in contract termination.

12.2 Deficiencies noted for safety issues such as improper Maintenance of Traffic ("MOT") or workers without proper safety equipment, must be immediately addressed.

12.3 If the Contractor is in disagreement with the Notice, they may submit a written appeal to the Project Manager within five (5) working days of receiving the Notice. If a written appeal is not received within the allotted time, the Notice will stand. If an appeal is received, the Project Manager shall review the appeal and make a determination as to its validity. If the Project Manager, in their sole opinion, determines no cause for the deficiency, the Notice will be nullified. Otherwise, a copy of the notice will be provided to the Purchasing Department and become part of the Contractor's evaluation for that contract year. Should a Contractor be

issued three (3) Notices or more for any one Work Order, or nine (9) or more Notices for any combination of Work Orders over the term of the Contract, including extensions thereof, the Contractor may be debarred or suspended in accordance with Rights of the County as contained herein.

13.0 Warranties:

13.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

13.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Work against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Work by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. The Contractor shall warrant such replaced materials or equipment, or repaired or re-done Work, for a period of one (1) year after acceptance of such by County.

13.3 Warranty of Standard of Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Work and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Work performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-performed Work shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Work of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

14.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH,

LECANTO, FL 34461; EMAIL: RMLO@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

15.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. The Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or Subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

15.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.3 Automobile Liability: Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

15.4 Workers Compensation and Employer's Liability:

15.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits of not less than $100,000 for each accident, $500,000 disease policy limit, and $100,000 disease each employee must be included.

15.4.2 For any officer of a Contractor that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/employer/owner.

15.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

15.5 Cyber insurance. If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

15.6 Other Insurance Provisions:

15.6.1 Contractor shall provide a Certificate of Insurance to County with thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a

claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

15.6.2 The project's Bid number should be noted on the certificate. **ITB 24-088**

15.6.3 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

15.6.4 All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

15.6.5 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

15.6.6 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

15.6.7 For all policies of insurance: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

15.6.8 Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

15.6.9 It is the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

15.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

15.6.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

15.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

16.0 Indemnification: Contractor shall indemnify save and hold harmless County and all their officers, agents, and employees, from liabilities, damages, losses, 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, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 Change Orders: County may at any time, as the need arises, order changes that will only apply to addressing Work Order elements that were not previously known, extensions due to inclement weather without invalidating the initial Work Order. If such changes result in an increase or decrease in the Work Order Price, or in the time required for performance of the Work, an equitable adjustment shall be authorized by way of an amended Work Order, and if needed a change order to the original Purchase Order. The County also may at any time, by issuing a Field Order, make changes to the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by County unless Contractor believes that such Field Order entitles it to a change in Work Order Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an amended Work Order, and if needed a change order to the original Purchase Order, or further instruction from the County. See Scope of Work, Project Quotes, and Work Orders.

18.0 Termination of Agreement Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Work satisfactorily completed or partially completed up to the date of termination. The Contractor shall not be entitled to compensation for loss of anticipated profit.

19.0 Licenses and Certifications: Contractor, or its subcontractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Work covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

20.0 Omitted

21.0 Additional Terms and Conditions:

21.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

21.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties, or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

21.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Work under this Agreement.

21.4 Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated cost. When included, the Contingency Allowance will be a separate line item included in the Work Order. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

21.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida

Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

21.6 Certification of Qualification: Contractor is certifying that their Certificate of Qualifications has not been suspended, revoked, denied or have further been determined by the Department to be a non-responsible Contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the County.

21.7 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Work covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

21.8 Correction of Work: Contractor shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

21.9 County and State Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

21.10 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a five-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

21.11 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

21.12 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

21.13 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

21.14 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to the County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

21.15 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

21.16 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor, and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Work in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any subcontractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

21.17 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by the County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

21.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49

CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), Small and Minority Businesses, Women-Owned Business and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by the Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

21.19 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractor(s) has knowingly violated Section 448.095, Florida Statutes.

21.20 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

21.21 Gopher Tortoise Relocation: Only for Treatment Sections that include FDR, Milling, and or Asphalt placement. Contractor will inspect the Project area for the presence of gopher tortoises/burrows when issued a Work Order and again prior to work commencing. If necessary, it shall be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C. Permitting, protection, and/or relocation shall be the responsibility of the Contractor. Costs for inspection, permitting, protection, excavation of burrows, and any other associated work shall be incidental to the Contract/Work Order(s). Costs for removal and relocation of gopher tortoises shall be paid at the unit cost listed on the Work Order, if Gopher Tortoises are not removed/relocated, this amount will not be paid by County. **Contractor must submit a Gopher Tortoise Inspection Report, performed by a certified inspector, to the County before starting work; the cost of this report is incidental to the Work Order.**

21.22 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

21.23 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Work offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific

restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

21.24 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

21.25 Inspection, Performance, Supervision: County reserves the right to inspect the Work provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County shall not be construed as a final approval of Contractor's Service and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Work covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. The Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Work.

21.26 Inspector General: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

21.27 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

21.28 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Work, employment, or contracts of any kind.

21.29 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. The Contractor will be contacted by CLM Workforce Connection, to discuss

hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

21.30 Materials, Work, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

21.31 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

21.32 Project Site Conditions: Upon submitting to County, Contractor's Final Estimate,Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Work are to be executed and completed.

21.33 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of the Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Work, including personal injury or death to any Contractor employee, subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

21.34 Public Entity Crime: Pursuant to Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21.35 Relationship: Contractor is an independent Contractor to County in the provision of the Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

21.36 Risk of Loss: Until the Work has been accepted by County, risk of loss or damage to any materials, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Work shall remain with Contractor.

21.37 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, Work Order schedules, estimates, records, reports, shop drawings, material specification submittals, certified material, test(s)/report(s) and any other data, as related to the provision of the Work covered under the Work Orders and Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Work Orders and Agreement, when deemed appropriate by County. All schedules, reports, and records of Contractor, as they relate to the Work Orders and Agreement, shall be retained by Contractor for a period of six (6) years from the date of final disposition under the Agreement.

21.38 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel;

(b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

21.39 Security:

21.39.1 Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

21.39.2 Cybersecurity: Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

21.39.3 Security of Information: Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

21.39.4 Security Incident Notification and Action: If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

21.40 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

21.41 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

21.42 Taxes: 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 State of Florida which are applicable to the provision of the Work under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All

purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

21.43 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

22.0 Accessible Electronic Information Technology: Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

23.0 Subcontracts: The Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable state and federal laws and regulations. Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

24.0 Grant Agreement(s): If applicable, the Contractor and any of Contractor's Subcontractor(s) must comply with the terms and conditions of the grant Agreement(s) and all federal, state, and local laws and regulations applicable to the project.

25.0 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements: If applicable, Contractor and any of Contractor's Subcontractors shall comply with the requirements set forth in the "2 CFR, Part 200," and the Florida Single Audit Act, Florida Statute, Section 215.97.

26.0 Appendix II to Part 200 Contract Provision for Non-Federal Entity Contracts Under Federal Awards: If applicable, Contractor and any of Contractor's Subcontractor(s) shall comply with Appendix II to Part 200 contract provision.

27.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

ASPHALT PAVING SYSTEMS, INC.

Signature of Witness (1)

Mark Rohrbach
Printed Name of Witness (1)

Signature of Witness (2)

Dustin Clark
Printed Name of Witness (2)

BY: _____
ROBERT CAPOFERRI, PRESIDENT

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of June, 2024, by Robert Capoferri as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14th day of June, 2024.

NOTARY PUBLIC Signature

Printed Name: Mary Fregoso
Commission No.: HH 356587
Expiration Date: January 31, 2027

SEAL

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

Official use only

APPROVED

JUN 11 2024

BOARD OF COUNTY COMMISSIONERS

ATTEST:
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
HOLLY L. DAVIS, CHAIRMAN

DATE: 6/11/2024

Exhibit A
Compensation
CAPE SEAL

Item No.	Description	Unit	Unit Price
	CHIP SEAL (SINGLE APPLICATION)		
CC-001-1a	0 - 25,000	SY	$ 4.66
CC-001-1b	25,001 - 50,000	SY	$ 3.45
CC-001-1c	50,001 AND OVER	SY	$ 3.25
	CHIP SEAL (DOUBLE APPLICATION)		
CC-001-2a	0 - 25,000	SY	$ 6.49
CC-001-2b	25,001 - 50,000	SY	$ 5.99
CC-001-2c	50,001 AND OVER	SY	$ 5.75
	DOUBLE MICRO		
CC-002-1d	0 - 25,000	SY	$ 7.07
CC-002-1e	25,001 - 50,000	SY	$ 6.30
CC-002-1f	50,001 AND OVER	SY	$ 5.94
CC-002-1g	RUT FILL	TON	$ 225.00
	Silica Sand	SY	$ 0.20
	CRACK FILLING/SEALING		
CC-003-1	0 - 500	GAL	$ 36.00
CC-003-2	501 - 1,000	GAL	$ 34.00
CC-003-3	1,001 - 5,000	GAL	$ 32.00
CC-003-4	5,001 AND OVER	GAL	$ 30.00
	STRIPING AND PAVEMENT MARKING REMOVAL		
711-4a	REMOVAL BY WATER BLASTING	SF	$ 3.45
711-4b	REMOVAL BY GRINDING	SF	$ 3.68
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		

CAPE SEAL

Item No.	Description	Unit	Unit Price
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	THERMOPLASTIC PAVEMENT MARKINGS		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00

CAPE SEAL

Item No.	Description	Unit	Unit Price
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 6,000.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 7,000.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 9,000.00
101-1d	Work Order Total Over $500,000	LS	$ 10,000.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00
102-99-1	Portable Changeable Message Sign	EA/day	$ 85.00

Exhibit A
Compensation

CHIP SEAL

Item No.	Description	Unit	Unit Price
	CHIP SEAL (SINGLE APPLICATION)		
CC-001-1a	0 - 25,000	SY	$ 4.66
CC-001-1b	25,001 - 50,000	SY	$ 3.45
CC-001-1c	50,001 AND OVER	SY	$ 3.25
	CHIP SEAL (DOUBLE APPLICATION)		
CC-001-2a	0 - 25,000	SY	$ 6.49
CC-001-2b	25,001 - 50,000	SY	$ 5.99
CC-001-2c	50,001 AND OVER	SY	$ 5.75
	CHIP SEAL (TRIPLE APPLICATION)		
CC-001-3a	0 - 25,000	SY	$ 9.10
CC-001-3b	25,001 - 50,000	SY	$ 8.51
CC-001-3c	50,001 AND OVER	SY	$ 7.95
CC-001-3d	Silica Sand	SY	$ 0.20
	CRACK FILLING/SEALING		
CC-003-1	0 - 500	GAL	$ 36.00
CC-003-2	501 - 1,000	GAL	$ 34.00
CC-003-3	1,001 - 5,000	GAL	$ 32.00
CC-003-4	5,001 AND OVER	GAL	$ 30.00
	ROUTING AND SEALING		
CC-003-5	0 - 500	GAL	$ 55.00
CC-003-6	501 - 1,000	GAL	$ 48.00
CC-003-7	1,001 - 5,000	GAL	$ 45.00
CC-003-8	5,001 AND OVER	GAL	$ 42.00
	STRIPING AND PAVEMENT MARKING REMOVAL		
711-4a	REMOVAL BY WATER BLASTING	SF	$ 3.45
711-4b	REMOVAL BY GRINDING	SF	$ 3.68
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98

CHIP SEAL

Item No.	Description	Unit	Unit Price
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 3,500.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 5,000.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 6,500.00
101-1d	Work Order Total Over $500,000	LS	$ 8,000.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00

Exhibit A
Compensation

CIP RECYCLING

Item No.	Description	Unit	Unit Price
	EXCAVATION,EMBANKMENT & ROADWAY		
120-1	Excavation Regular	CY	$ 47.00
120-2-2	Borrow Excavation (Truck Measure)	CY	$ 43.00
	Optional Base Group 01		
285-701a	0 - 250 Square Yards	SY	$ 190.50
285-701b	251 - 1000 square yards	SY	$ 82.80
285-701c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 04		
285-704a	0 - 250 Square Yards	SY	$ 190.50
285-704b	251 - 1000 square yards	SY	$ 82.80
285-704c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 06		
285-706a	0 - 250 Square Yards	SY	$ 203.50
285-706b	251 - 1000 square yards	SY	$ 90.80
285-706c	Over 1000 square yards	SY	$ 84.25
	Milling from 0 to 1,000 Square Yards		
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 15.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 15.50
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 17.75
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 20.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 22.50
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 24.50
	Milling from 1,001 to 5,000 Square Yards		
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 6.90
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 6.95
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 7.70
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 8.20
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 8.45
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 8.95
	Milling from 5,001 to 25,000 Square Yards		
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 4.10
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 4.25
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.60
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 5.05
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.65
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 7.20
	Milling over 25,000 Square Yards		
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 3.65
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 3.80
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.20
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 4.60
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.05
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 6.25
	Asphalt Types from 0 to 100 Tons		

CIP RECYCLING

Item No.	Description	Unit	Unit Price
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 348.25
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 348.25
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 325.75
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 325.75
	Asphalt Types from 101 to 1,000 Tons		
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 204.75
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 204.75
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 185.50
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 185.50
	Asphalt Types over 1,001 Tons		
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 191.25
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 191.25
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 171.95
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 171.95
	Asphalt Types from 0 to 100 Tons		
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 350.25
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 350.25
	Asphalt Types from 101 to 1,000 Tons		
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 206.75
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 206.75
	Asphalt Types over 1,001 Tons		
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 193.25
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 193.25
	Cold-in-Place Recycling (CIP)		
CC-009-1	Excavation for Widening or Unsuitable Material	CY	$ 47.00
CC-009-2	Added RAP	Ton	$ 40.00
CC-009-3	Added Aggregate	Ton	$ 40.00
	CIP from 0 to 25,000 Square Yards		
CC-009-4	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	$ 14.99
CC-009-5	Asphalt Emulsion	Gal	$ 3.15
CC-009-6	Portland Cement	Ton	$ 235.00
	CIP from 25,001 to 50,000 Square Yards		
CC-009-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	$ 12.05

CIP RECYCLING

Item No.	Description	Unit	Unit Price
CC-009-8	Asphalt Emulsion	Gal	$ 3.15
CC-009-9	Portland Cement	Ton	$ 235.00
	CIP over 50,000 Square Yards		
CC-009-10	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	$ 11.25
CC-009-11	Asphalt Emulsion	Gal	$ 3.15
CC-009-12	Portland Cement	Ton	$ 235.00
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99

CIP RECYCLING

Item No.	Description	Unit	Unit Price
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	Durable Pavement Markings		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	Thermoplastic Pavement Markings (711)		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 8,000.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 9,000.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 11,000.00
101-1d	Work Order Total Over $500,000	LS	$ 12,000.00
	GOPHER TORTOISE REMOVAL/RELOCATION		

CIP RECYCLING

Item No.	Description	Unit	Unit Price
900-1	Gopher Tortoise Removal/Relocation	EA	$ 7,500.00
	Maintenance of Traffic (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00
102-99-1	Portable Changeable Message Sign	EA/day	$ 85.00

Exhibit A
Compensation
FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Unit Price
	EXCAVATION,EMBANKMENT & ROADWAY		
120-1	Excavation Regular	CY	$ 47.00
120-2-2	Borrow Excavation (Truck Measure)	CY	$ 43.00
	Optional Base Group 01		
285-701a	0 - 250 Square Yards	SY	$ 190.50
285-701b	251 - 1000 square yards	SY	$ 82.80
285-701c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 04		
285-704a	0 - 250 Square Yards	SY	$ 190.50
285-704b	251 - 1000 square yards	SY	$ 82.80
285-704c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 06		
285-706a	0 - 250 Square Yards	SY	$ 203.50
285-706b	251 - 1000 square yards	SY	$ 90.80
285-706c	Over 1000 square yards	SY	$ 84.25
	Milling from 0 to 1,000 Square Yards		
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 15.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 15.50
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 17.75
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 20.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 22.50
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 24.50
	Milling from 1,001 to 5,000 Square Yards		
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 6.90
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 6.95
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 7.70
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 8.20
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 8.45
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 8.95
	Milling from 5,001 to 25,000 Square Yards		
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 4.10
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 4.25
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.60
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 5.05
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.65
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 7.20
	Milling over 25,000 Square Yards		
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 3.65
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 3.80
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.20
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 4.60
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.05
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 6.25
	Asphalt Types from 0 to 100 Tons		
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 348.25

FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Unit Price
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 348.25
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 325.75
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 325.75
	Asphalt Types from 101 to 1,000 Tons		
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 204.75
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 204.75
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 185.50
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 185.50
	Asphalt Types over 1,001 Tons		
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 191.25
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 191.25
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 171.95
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 171.95
	Asphalt Types from 0 to 100 Tons		
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 350.25
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 350.25
	Asphalt Types from 101 to 1,000 Tons		
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 206.75
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 206.75
	Asphalt Types over 1,001 Tons		
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 193.25
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 193.25
	Full Depth Reclamation (FDR)		
CC-008-1	Excavation for Widening or Unsuitable Material	CY	$ 47.00
CC-008-2	Added RAP or Aggregate	Ton	$ 40.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards		
CC-008-3	Pulverization	Sq Yd	$ 11.95
CC-008-4	Portland Cement	Ton	$ 235.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards		
CC-008-7	Pulverization	Sq Yd	$ 10.05
CC-008-8	Portland Cement	Ton	$ 235.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards		
CC-008-11	Pulverization	Sq Yd	$ 7.95
CC-008-12	Portland Cement	Ton	$ 235.00
	SHOULDER AND ROADSIDE		

FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Unit Price
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05

FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Unit Price
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	THERMOPLASTIC PAVEMENT MARKINGS (711)		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 7,500.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 8,500.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 10,000.00
101-1d	Work Order Total Over $500,000	LS	$ 12,000.00
	GOPHER TORTOISE REMOVAL/RELOCATION		
900-1	Gopher Tortoise Removal/Relocation	EA	$ 7,500.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00
102-99-1	Portable Changeable Message Sign	EA/day	$ 85.00

Exhibit A
Compensation
FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Unit Price
	EXCAVATION,EMBANKMENT & ROADWAY		
120-1	Excavation Regular	CY	$ 47.00
120-2-2	Borrow Excavation (Truck Measure)	CY	$ 43.00
	Optional Base Group 01		
285-701a	0 - 250 Square Yards	SY	$ 190.50
285-701b	251 - 1000 square yards	SY	$ 82.80
285-701c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 04		
285-704a	0 - 250 Square Yards	SY	$ 190.50
285-704b	251 - 1000 square yards	SY	$ 82.80
285-704c	Over 1000 square yards	SY	$ 76.25
	Optional Base Group 06		
285-706a	0 - 250 Square Yards	SY	$ 203.50
285-706b	251 - 1000 square yards	SY	$ 90.80
285-706c	Over 1000 square yards	SY	$ 84.25
	Milling from 0 to 1,000 Square Yards		
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 15.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 15.50
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 17.75
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 20.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 22.50
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 24.50
	Milling from 1,001 to 5,000 Square Yards		
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 6.90
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 6.95
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 7.70
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 8.20
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 8.45
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 8.95
	Milling from 5,001 to 25,000 Square Yards		
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 4.10
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 4.25
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.60
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 5.05
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.65
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 7.20
	Milling over 25,000 Square Yards		
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	$ 3.65
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	$ 3.80
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	$ 4.20
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	$ 4.60
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	$ 5.05
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	$ 6.25
	Asphalt Types from 0 to 100 Tons		
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 348.25
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 348.25
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 325.75
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 325.75
	Asphalt Types from 101 to 1,000 Tons		
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 204.75

FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Unit Price
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 204.75
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 185.50
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 185.50
	Asphalt Types over 1,001 Tons		
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 191.25
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 191.25
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	$ 171.95
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	$ 171.95
	Asphalt Types from 0 to 100 Tons		
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 350.25
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 350.25
	Asphalt Types from 101 to 1,000 Tons		
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 206.75
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 206.75
	Asphalt Types over 1,001 Tons		
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	$ 193.25
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	$ 193.25
	Full Depth Reclamation (FDR)		
CC-008-1	Excavation for Widening or Unsuitable Material	CY	$ 47.00
CC-008-2	Added RAP or Aggregate	Ton	$ 40.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards		
CC-008-3	Pulverization	Sq Yd	$ 11.95
CC-008-4	Portland Cement	Ton	$ 235.00
CC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	$ 5.40
CC-008-6	Asphaltic Emulsion	Gallon	$ 3.15
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards		
CC-008-7	Pulverization	Sq Yd	$ 10.05
CC-008-8	Portland Cement	Ton	$ 235.00
CC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	$ 5.40
CC-008-10	Asphaltic Emulsion	Gallon	$ 3.15
	Full Depth Reclamation (FDR) over 50,000 Square Yards		
CC-008-11	Pulverization	Sq Yd	$ 7.95
CC-008-12	Cement - Cement Treatment	Ton	$ 235.00
CC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	$ 5.40
CC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	$ 3.15
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00

FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Unit Price
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
706	**REFLECTIVE PAVEMENT MARKERS**		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28

FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Unit Price
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	THERMOPLASTIC PAVEMENT MARKINGS (711)		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 7,500.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 8,500.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 10,000.00
101-1d	Work Order Total Over $500,000	LS	$ 12,000.00
	GOPHER TORTOISE REMOVAL/RELOCATION		
900-1	Gopher Tortoise Removal/Relocation	EA	$ 7,500.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00
102-99-1	Portable Changeable Message Sign	EA/day	$ 85.00

Exhibit A
Compensation

FOG SEAL

Item No.	Description	Unit	Unit Price
	FOG SEAL TIGHT SURFACE (0.09-0.14 gal/sy)		
CC-004-1a	0 - 25,000	SY	$ 0.85
CC-004-1b	25,001 - 50,000	SY	$ 0.75
CC-004-1c	50,001 AND OVER	SY	$ 0.65
	FOG SEAL OPEN SURFACE (0.18-0.22 gal/sy)		
CC-004-1d	0 - 25,000	SY	$ 0.95
CC-004-1e	25,001 - 50,000	SY	$ 0.90
CC-004-1f	50,001 AND OVER	SY	$ 0.85
CC-004-1g	Silica Sand	SY	$ 0.20
	STRIPING AND PAVEMENT MARKING REMOVAL		
711-4a	REMOVAL BY WATER BLASTING	SF	$ 3.45
711-4b	REMOVAL BY GRINDING	SF	$ 3.68
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10

FOG SEAL

Item No.	Description	Unit	Unit Price
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 900.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 900.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 900.00
101-1d	Work Order Total Over $500,000	LS	$ 900.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)			
	SHOULDER AND ROADSIDE	**Unit**	**Unit Price**
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00

Exhibit A
Compensation
MICRO-SURFACING

Item No.	Description	Unit	Unit Price
	SINGLE MICRO		
CC-002-1a	0 - 25,000	SY	$ 4.42
CC-002-1b	25,001 - 50,000	SY	$ 4.17
CC-002-1c	50,001 AND OVER	SY	$ 3.97
	DOUBLE MICRO		
CC-002-1d	0 - 25,000	SY	$ 7.07
CC-002-1e	25,001 - 50,000	SY	$ 6.30
CC-002-1f	50,001 AND OVER	SY	$ 5.94
CC-002-1g	RUT FILL	TON	$ 225.00
	CRACK FILLING/SEALING		
CC-003-1	0 - 500	GAL	$ 36.00
CC-003-2	501 - 1,000	GAL	$ 34.00
CC-003-3	1,001 - 5,000	GAL	$ 32.00
CC-003-4	5,001 AND OVER	GAL	$ 30.00
	ROUTING AND SEALING		
CC-003-5	0 - 500	GAL	$ 55.00
CC-003-6	501 - 1,000	GAL	$ 48.00
CC-003-7	1,001 - 5,000	GAL	$ 45.00
CC-003-8	5,001 AND OVER	GAL	$ 42.00
	STRIPING AND PAVEMENT MARKING REMOVAL		
711-4a	REMOVAL BY WATER BLASTING	SF	$ 3.45
711-4b	REMOVAL BY GRINDING	SF	$ 3.68
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42

MICRO-SURFACING

Item No.	Description	Unit	Unit Price
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	THERMOPLASTIC PAVEMENT MARKINGS		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 3,500.00

MICRO-SURFACING

Item No.	Description	Unit	Unit Price
101-1b	Work Order Total $50,001 - $100,000	LS	$ 5,000.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 6,500.00
101-1d	Work Order Total Over $500,000	LS	$ 8,000.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00

SCRUB SEAL

Item No.	Description	Unit	Unit Price
	SCRUB SEAL (EMULSION)		
CC-006a	0 - 25,000	SY	$ 2.55
CC-006b	25,001 - 50,000	SY	$ 2.00
CC-006c	50,001 AND OVER	SY	$ 1.90
	AGGREGATE COVER		
CC-006d	0 - 25,000	SY	$ 3.30
CC-006e	25,001 - 50,000	SY	$ 2.65
CC-006f	50,001 AND OVER	SY	$ 2.50
	FOG SEAL TIGHT SURFACE (0.09-0.14 gal/sy)		
CC-004-1a	0 - 25,000	SY	$ 0.85
CC-004-1b	25,001 - 50,000	SY	$ 0.75
CC-004-1c	50,001 AND OVER	SY	$ 0.65
	FOG SEAL OPEN SURFACE (0.18-0.22 gal/sy)		
CC-004-1d	0 - 25,000	SY	$ 0.95
CC-004-1e	25,001 - 50,000	SY	$ 0.90
CC-004-1f	50,001 AND OVER	SY	$ 0.85
CC-004-1g	Silica Sand	SY	$ 0.20
	STRIPING AND PAVEMENT MARKING REMOVAL		
711-4a	REMOVAL BY WATER BLASTING	SF	$ 3.45
711-4b	REMOVAL BY GRINDING	SF	$ 3.68
	REFLECTIVE PAVEMENT MARKERS		
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$ 1.73
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$ 7.36
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$ 7.36
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	$ 28.75
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$ 11.50
	PAINTED PAVEMENT MARKINGS		
710-11-111	Standard, White, Solid 6"	NM	$ 4,830.00
710-11-122	Standard, White, Solid 8"	LF	$ 1.73
710-11-123	Standard, White, Solid 12"	LF	$ 5.75
710-11-124	Standard, White, Solid 18"	LF	$ 6.90
710-11-125	Standard, White, Solid 24"	LF	$ 11.50
710-11-131	Standard, White Skip 6"	GM	$ 1,840.00
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
710-11-160	Standard, White, Message	EA	$ 109.25
710-11-170	Standard, White, Arrows	EA	$ 103.20
710-11-180	Standard, White, Yield Line	LF	$ 11.50
710-11-211	Standard, Yellow, Solid 6"	NM	$ 4,830.00
710-11-222	Standard, Yellow, Solid 8"	LF	$ 1.73
710-11-223	Standard, Yellow, Solid 12"	LF	$ 2.99
710-11-224	Standard, Yellow, Solid 18"	LF	$ 5.75

SCRUB SEAL

Item No.	Description	Unit	Unit Price
710-11-225	Standard, Yellow, Solid 24"	LF	$ 5.98
710-11-231	Standard, Yellow, Skip 6"	GM	$ 1,840.00
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 1.73
	DURABLE PAVEMENT MARKINGS		
710-11-111	Durable, White, Solid 6"	NM	$ 5,520.00
710-11-122	Durable, White, Solid 8"	LF	$ 2.42
710-11-123	Durable, White, Solid 12"	LF	$ 6.90
710-11-124	Durable, White, Solid 18"	LF	$ 8.05
710-11-125	Durable, White, Solid 24"	LF	$ 13.80
710-11-131	Durable, White Skip 6"	GM	$ 2,300.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
710-11-160	Durable, White, Message	EA	$ 161.00
710-11-170	Durable, White, Arrows	EA	$ 149.50
710-11-180	Durable, White, Yield Line	LF	$ 16.10
710-11-211	Durable, Yellow, Solid 6"	NM	$ 5,520.00
710-11-222	Durable, Yellow, Solid 8"	LF	$ 2.42
710-11-223	Durable, Yellow, Solid 12"	LF	$ 4.14
710-11-224	Durable, Yellow, Solid 18"	LF	$ 8.05
710-11-225	Durable, Yellow, Solid 24"	LF	$ 8.28
710-11-231	Durable, Yellow, Skip 6"	GM	$ 2,070.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 2.42
	THERMOPLASTIC PAVEMENT MARKINGS		
711-11-111	Thermo, Standard, White, Solid 6"	NM	$ 8,280.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	$ 3.45
711-11-123	Thermo, Standard, White, Solid 12"	LF	$ 9.20
711-11-124	Thermo, Standard, White, Solid 18"	LF	$ 13.80
711-11-125	Thermo, Standard, White, Solid 24"	LF	$ 18.40
711-11-131	Thermo, Standard, White Skip 6"	GM	$ 3,450.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
711-11-160	Thermo, Standard, White, Message	EA	$ 276.00
711-11-170	Thermo, Standard, White, Arrows	EA	$ 218.50
711-11-180	Thermo, Standard, White, Yield Line	LF	$ 20.70
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	$ 8,280.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	$ 3.45
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	$ 5.75
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	$ 8.05
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	$ 11.50
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	$ 3,450.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$ 3.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	$ 5.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	$ 6.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	$ 7.00
577-70	SHOULDER REWORK	SY	$ 2.00
104-10-3	SEDIMENT BARRIER	LF	$ 3.00

SCRUB SEAL

Item No.	Description	Unit	Unit Price
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	$ 275.00
	CONCRETE		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)		
522-1a	0-8 Cubic Yards	SY	$ 300.00
522-1b	8.1 - 18 Cubic Yards	SY	$ 275.00
522-1c	OVER 18 Cubic Yards	SY	$ 250.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)		
522-2a	0-8 Cubic Yards	SY	$ 400.00
522-2b	8.1 - 18 Cubic Yards	SY	$ 375.00
522-2c	OVER 18 Cubic Yards	SY	$ 350.00
110-4-10	Removal of Existing Concrete	SY	$ 70.00
	MOBILIZATION		
101-1a	Work Order Total $0.00 - $50,000	LS	$ 3,500.00
101-1b	Work Order Total $50,001 - $100,000	LS	$ 5,000.00
101-1c	Work Order Total $100,001 - $500,000	LS	$ 6,500.00
101-1d	Work Order Total Over $500,000	LS	$ 8,000.00
	MAINTENANCE OF TRAFFIC (MOT)		
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$ 4,500.00

EXHIBIT "B"

Scope Of Work

The scope of work to be done under this project consists of furnishing all labor, materials, equipment, material testing, supervision, and support for the construction of asphalt pavement preservation, rehabilitation and/or reconstruction processes, and asphalt pavement improvements. Additional work incidental to asphalt concrete work may include, but may not be limited to, roadway edge preparation, reworking shoulders, adjusting manholes and valve covers to grade, implementation of an adequate Storm Water Pollution Prevention Plan and Implementation, and Traffic Control and Safety.

1. Except as amended in the Bid document or otherwise directed by Technical Services or other County representatives for which the work is being completed, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (https://www.fdot.gov/programmanagement/specs.shtm); the Florida Department of Transportation Roadway and Traffic Design Standards (https://www.fdot.gov/design/standardplans/current/default.shtm); and the Manual of Uniform Traffic Control Devices, all current editions (https://mutcd.fhwa.dot.gov).

2. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area, if any work is performed without prior written permission from the County Project Manager.

3. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

   a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid due date, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to this Bid document.

   b. If any conflicts exist between the specifications prescribed in this Bid document, the more stringent requirement shall apply.

4. **PROJECT QUOTES AND WORK ORDERS**

   a. This bid includes asphalt roadway project Work Orders at various locations throughout Citrus County, according to the requirements of the Bid document. The project Work Order locations may be anywhere within Citrus County.

   b. When Out-of-Scope work is determined to be needed by the Project Manager, the Contractor will be instructed to include an Out-of-Scope line item in a Work Order with their Final Estimate for the project. The Contractor's Final Estimates will be returned to the County Project Manager including those out-of-scope costs previously identified by the Project Manager or Contractor. Once the Final Estimate is approved by the County Project Manager, a Purchase Order (PO) will be issued, and the County Project Manager will notify the

Contractor they are authorized to proceed to schedule the work with Inspection by means of the SAMPLE Pavement Management Work Order Form. If the Work Order is for $500,000 or more, a new Public Construction Bond for the total amount of the PO must be delivered and approved by the Purchasing Section prior to the Project Manager issuing the Notice to Proceed. The approved Final Estimate should be attached to the PO. The Contractor may then coordinate with Inspection to schedule and commence work and proceed in accordance with the approved Project Schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The Contractor may not decline to perform projects assigned by Technical Services or other County representatives for which the work is being completed.

d. The approved Final Estimate amount on any individual Work Order **shall be the maximum compensation payable to the Contractor for that Work Order.** The Work Order price may only be changed for altered quantities authorized by the County. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized Work Order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim If a written claim is not received within the allotted time period, the claim is dismissed with no further action. If a claim is received, the Project Manager shall review the claim and make a determination as to its validity. If the Project Manager, in their sole opinion determines no cause for the claim, the claim will be dismissed, and the Contractor advised as to same. Otherwise, a Contingency Allowance Adjustment may be made and an amended Work Order will be issued to address the claim.

e. The Contractor(s) shall provide all services to properly complete the work described in the Work Order, including but not limited to all labor, materials, testing, tools, transportation, and supplies. The Contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. The Contractor(s) shall specifically identify the project superintendent and provide inspection with the person's contact information prior to beginning work. If the County determines that a job site is not being adequately supervised, a Deficiency Notice will be issued to the Contractor(s).

5. **PROJECT SCHEDULES:** The County will require that the Contractor submit a Project Schedule with each Final Estimate.

6. **Working Hours:** The regular working hours for Citrus County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours should be requested in writing a minimum of five (5) working days in advance from the Technical Services, or other County representatives for which the work is being completed. Permission to work on County holidays should also be requested in writing a minimum of five (5) working days in advance from the Technical Services, or other County representatives for which the work is being completed. The County reserves the right to modify the regular work hours of a given project to account for particularities of the project, such as peak traffic considerations.

7. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a Work Order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the

Contractor for the "Out of Scope" work. The "Out of Scope" proposal shall contain all necessary costs, expenses, and time. Contractor shall not commence work on any "Out of Scope" services until approval is received from the County Project Manager, a PO is issued, and if required as stated herein, an original Public Construction Bond has been delivered and approved by Procurement.

8. **TESTING AND INSPECTIONS**
   a. The Contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the Technical Services, or other County representatives for which the work is being completed, a minimum of 48 hours' notice to prepare for the required inspections or testing.

   b. For all required inspections, tests and approvals on any work prepared, performed, or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

   c. Material and workmanship test type, location and frequency will be determined by the County based on Treatment Section at time of Work Order development and will be paid for as indicated on the Work Order. Material or Work in the place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Contractor's expense.

   d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject Work at any time.

9. **EMERGENCIES:** In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

10. **DEFICIENCY NOTICES:** Authorized County personnel may issue a Deficiency Notice to note that the Contractor is performing work in violation of the Contract conditions. Liability of any damages arising from the items listed in the Deficiency Notice will be the responsibility of the Contractor. Causes for a Deficiency Notice may include, but are not limited to, failure to submit a Project Schedule, failure to complete a Work Order within the scheduled time, failure to complete a Work Order, creating unsafe conditions for the traveling public, construction workers and County personnel, inadequate maintenance of traffic, substandard workmanship and/or materials, failure to adhere to approved work hours.

    a. Upon receiving a Notice of Deficiency, the Contractor shall sign receipt of the notice, returning a signed copy to the Inspector and retaining one for their records. Signature of the Notice does not constitute admittance of the deficiency, only receipt of the Notice. Failure to do so may result in contract termination.

b. Deficiencies noted for safety issues such as improper MOT or workers without proper safety equipment, must be immediately addressed.

c. If the Contractor is in disagreement with the Notice, they may submit a written appeal to the Project Manager within five (5) working days of receiving the Notice. If a written appeal is not received within the allotted time, the Notice will stand. If an appeal is received, the Project Manager shall review the appeal and make a determination as to its validity. If the Project Manager, in their sole opinion determines no cause for the deficiency, the Notice will be nullified. Otherwise, a copy of the Notice will be provided to Procurement and become part of the Contractor's evaluation for that contract year Should a Contractor be issued three Notices or more for any one Work Order, or nine or more Notices for any combination of Work Orders over the term of the Contract, including extensions thereof, the Contractor may be Debarred or Suspended in accordance with the Rights of the County as contained herein.

11. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The Contractor shall not stop work on any project work order without the consent of the County Project Manager.

12. **MOBILIZATION:**

a. **Project Staging Areas:** Upon being assigned a project, the Contractor shall identify potential staging areas. County ROW or properties are preferred. Should the Contractor identify a private property as a staging area, they should provide the County with written documentation evidencing the property owner's permission to use said property as a staging area, and any required conditions for said usage. Upon completion, the staging areas must be returned to their original condition at no additional cost of the County, unless specifically instructed by the County or private owner to do otherwise.

b. **Project Signs:** A minimum of five (5) working days prior to mobilizing to the project area, the Contractor shall install project signs (36 inches by 42 inches) with two posts advising of upcoming works. The signs shall be provided by the Contractor at no additional cost to the County and be submitted by the Contractor for review and approval by the County. The Contractor shall be responsible for the maintenance of these signs so long as the Contract is valid. For subdivisions, a sign shall be placed at the main entrance. For collectors or arterials, a sign shall be placed at both ends of the road. The Contractor shall remove the signs once the project is completed. Specific treatments may require resident notifications in addition to the project signs, as indicated under the Treatment Sections in the Technical Specification.

13. **SITE AND SURFACE PREPARATION:**

a. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment, unless otherwise specified under the Treatment Sections in the Technical Specifications. The Contractor shall:

i. Use products as per FDOT Section 7-1.7 Insecticides, Herbicides and Fertilizers.

ii. Ensure that the herbicide carries an approved label for use under paved surfaces, and that herbicide is applied in accordance with directions on the label.

iii. Prevent damage to any adjacent vegetation during herbicide application.

iv. Replace, at no expense to the County, any plants damaged as the result of soil treatment outside designated areas.

b. The Contractor will be responsible for sweeping or vacuuming the road ahead of any treatment, and immediately after in the case of milling operations, to make sure the road is free of loose aggregate and other debris prior to paving. The Contractor shall make every effort to keep the dust to a minimum and ensure that the broomed material is not spread onto adjacent shoulders, properties and sidewalks. Any debris inadvertently spread onto adjacent properties shall be promptly removed to the satisfaction of the Inspector or Engineer.

c. All manhole and valve cover, inlets and other service entrances, etc., shall be protected by adequate means for the treatment being done.

d. Additional site and surface preparation requirements may be specified in the Treatment Sections in the Technical Specification.

e. There is no separate pay item for Site and Surface Preparation. The cost for this work is incidental to the bid items.

14. **MAINTENANCE OF TRAFFIC**

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

b. The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site. i. When needed, temporary striping will be considered as part of Maintenance of Traffic.

c. Depending on the project complexity, the County may require the Contractor submit an MOT plan showing all phases of construction in advance for approval.

d. The Contractor shall have a designated Worksite Traffic Supervisor who shall be adequately certified per FDOT requirements, and responsible for initiating, installing and maintaining all temporary traffic control devices. When needed, the Contractor shall provide dedicated flaggers, adequately certified per FDOT requirements. The Contractor shall provide Inspection with the name and contact information of the Worksite Traffic Supervisor prior to beginning any project and should be able to provide evidence of the MOT personnel certification upon request.

e. If the construction method being employed requires a lane closure longer than a day, it shall not be considered as a moving operation and the Contractor should submit a Lane Closure Request tc the County for approval.

f. If the construction method being employed requires a temporary road closure, the Contractor should submit a Road Closure Request at least ten (10) working days prior to the anticipated start date of the closure for County review and approval.

15. **EROSION CONTROL:** At the instruction of the Inspector or Engineer, the Contractor shall install any necessary temporary erosion control measures.

16. **OMITTED**

17. **UTILITY COORDINATION:** The Contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

18. **MATERIALS**

a. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to Technical Services, or other County representatives for which the work is being completed immediately upon delivery or as soon thereafter as is practical.

b. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The Contractor shall be responsible for restoring any and all damages to storage areas at no additional cost to the County. Restoration of damage to public rights-of-way, easements, or private properties outside of the work zone area shall be the Contractor's responsibility at no additional cost to the County. The Contractor shall be responsible for restoration of storage areas outside of the work zones. Said areas shall be restored by the Contractor at no additional cost to the County.

19. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

20. **OMITTED**

21. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall immediately contact the County. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24 hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

22. **SAFETY**

a. The Contractor is responsible for providing for the safety of all Contractor's or sub-contractor's personnel working in the Project Area.

b. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

c. The Contractor is required to comply with OSHA Respirable Crystalline Silica Standard for Construction, 29 CFR 1926.1153.

23. **STRIPING AND PAVEMENT MARKINGS:** The Contractor shall adhere to the Striping Specifications according to FDOT Standards unless otherwise noted by the County Project Manager. With the exception of the Asphalt Rejuvenation Treatment, for purposes of a project quote, the Contractor shall include the striping, raised pavement markers (RPM'S), and pavement marking quantities assuming they will restripe to the existing configuration unless otherwise instructed. The Contractor will include these quantities for both thermoplastic and traffic paint as alternatives. Once a Work Order is given for any particular project, the Inspector or Engineer will indicate per project if the striping and pavement markings shall be thermoplastic or traffic paint, and if any changes to the striping will be done. The Final Estimate will reflect the actual quantities of striping and pavement markings installed. The Contractor shall provide documentation supporting the quantities installed or constructed per project as supporting documentation for invoicing. Temporary Striping shall be considered as part of the MOT.

24. **WORK AREA CLEAN-UP REQUIREMENTS**

a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

b. Following completion of the Work, Contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public rights-of-way, easements, and private properties. The Contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

25. **OMITTED**

26. **INVOICES:** Prior to submitting an invoice, the Contractor shall coordinate with the Inspector, providing all daily tickets, certified material test(s), logs and other supporting documentation substantiating actual quantities of pay items installed or constructed. Once the Inspector and Contractor are in agreement of the quantities, the Contractor shall submit the appropriate invoice. Invoices may be submitted by email to the Project Manager.

27. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the treatment's technical specification.

Bid Tabulation Summary
ITB 24-088
Countywide Resurfacing and Preservation Projects

	Asphalt Paving Systems, Inc. (Zepherhills, Florida)	C.W. Roberts Contracting, Inc. (Wildwood, Florida)	Pavement Technology, Inc. *(Westlake, Ohio)*	Pave-Rite, Inc. *(Lecanto, Florida)*	Superior Asphalt, Inc. (Oneco, Florida)
CHIP SEAL	$ 2,975,460.75	NO BID	NO BID	NO BID	NO BID
MICRO-SURFACING	$ 2,437,986.30	NO BID	NO BID	NO BID	NO BID
FOG SEAL	$ 261,714.15	NO BID	NO BID	NO BID	NO BID
ASPHALT REJUVENATION	NO BID	NO BID	$ 628,600.00	NO BID	NO BID
SCRUB SEAL	$ 930,403.25	NO BID	NO BID	NO BID	NO BID
FDR with CEMENT	$ 12,442,726.80	$ 15,575,923.40	NO BID	NO BID	$ 11,197,286.00
FDR with Asphalt Emulsion and Cement	$ 13,897,391.80	$ 17,275,735.20	NO BID	NO BID	$ 12,846,462.00
Cold In Place Recycling (CIP)	$ 13,300,361.80	$ 16,608,999.95	NO BID	NO BID	$ 12,217,936.00
CAPE SEAL	$ 2,642,106.30	NO BID	NO BID	NO BID	NO BID
OPEN GRADE	NO BID	$ 14,479,864.70	NO BID	$ 9,259,458.25	$ 9,967,021.00
Milling/Resurfacing and Overlays	NO BID	$ 13,442,397.59	NO BID	$ 8,564,091.67	$ 9,106,138.26
Misc Construction	NO BID	$ 616,406.53	NO BID	$ 293,856.05	$ 548,614.50

COMPLIANCE
ITB 24-088
Countywide Resurfacing and Preservation Projects

FORMS	Asphalt Paving Systems, Inc. *(Zepherhills, FL)*	C. W. Roberts Contracting, Inc. *(Wildwood, FL)*	Pavement Technology, Inc. *(Westlake, OH)*	Pave-Rite, Inc. *(Lecanto, FL)*	Superior Asphalt, Inc. *(Bradenton, FL)*
Bid Form (list Group that Contractor Bid on)	Y	Y	Y	Y	Y
Chip Seal	✓				
Micro-Surfacing	✓				
Fog Seal	✓				
Asphalt Rejuvenation			✓		
Scrub Seal	✓				
FDR with Cement	✓	✓			✓
FDR with Asphalt Emulsion & Cement	✓	✓			✓
Cold in Place Recycling (CIP)	✓	✓			✓
Cape Seal	✓				
Open Grade		✓		✓	✓
Milling/Resurfacing and Overlays		✓		✓	✓
Misc Construction		✓		✓	✓
Insurance Certificate	Y	Y	Y	Y	Y
Bidder's Representation and Certification Form	Y	Y	Y	Y	Y
Addenda Acknowledgement (3)	Y	Y	Y	Y	Y
Bidder's Qualification Form	Y	Y	Y	Y	Y
List of Subcontractors	Y	Y	Y	Y	Y
Conflict of Interest Statement	Y	Y	Y	Y	Y
Drug-Free Workplace Certification	Y	Y	Y	Y	Y
Non-Collusion & Lobbying Certification	Y	Y	Y	Y	Y
Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions	Y	Y	Y	Y	Y
Certification of Subcontractor Participants Regarding Debarmen, Suspension, and Other Ineligibility and Voluntary Exclusion	Y	Y	Y	Y	Y
Vendor Certification Regarding Scrutinized Companied List	Y	Y	Y	Y	Y
Licenses/ Certifications	Y	Y	Y	Y	Y
SUNBIZ	✓	✓	✓	✓	✓
MOT Certification	✓	✓	✓	✓	✓
Licenses	State of Florida Department of State License	State of Florida Department of Busines & Prof Regulation-Construction	State of Florida Department of State License	Business Tax Receipt	State of Florida Department of State
Claiming Local Preference	N	N	N	Y	N
Projects per treatment bid: 3 Project within the last 5 years exceeding $50,000; exception $30,000	Did not list Square yards treated	Y	Y	Did not list Project Government Agency, Contact Person, email Address, Telephone No., Square Yards	Listed Project with only name, Year and Amount for Superior Asphalt for Asphalt Milling & Resurfacing and listed Sub Contractors experience which Did not list Square yards treated
Chip Seal	✓				
Micro-surfacing	✓				
Crack Sealing/filling (Exception $30,000 exceeded)	✓				
Fog Seal (Exception $30,000 exceeded)	✓				
Asphalt rejuvenation (Exception $30,000 exceeded)			✓		
Scrub Seal	Did not see any reference to Scrub Seal				
Full Depth Reclamation	✓	✓			✓-Sub Contractor
Cold in Place Recycling	✓	✓			✓-Sub Contractor
Cape Seal	✓	✓			
Milling/Resurfacing	✓	✓		✓	✓ Contractor & SubContractor

FORMS	**Asphalt Paving Systems, Inc.** *(Zepherhills, FL)*	**C. W. Roberts Contracting, Inc.** *(Wildwood, FL)*	**Pavement Technology, Inc.** *(Westlake, OH)*	**Pave-Rite, Inc.** *(Lecanto, FL)*	**Superior Asphalt, Inc.** *(Bradenton, FL)*
FDOT Pre-Qualified for the following Work Class	Work Classes approved: 1.DRAINAGE 2. FLEXIBLE PAVING 3. GRADING 4. HOT PLANT-MIXED BITUM. COURSES 5. * JOINT AND CRACK SEALING	Work Classes Approved: 1. DRAINAGE 2. FENCING 3. FLEXIBLE PAVING 4. GRADING 5. GRASSING, SEEDING AND SODDING 6. GUARDRAIL 7. HOT PLANT-MIXED BITUM. COURSES 8. INTERMEDIATE BRIDGES 9. MINOR BRIDGES 10. PORTLAND CEMENT CONCRETE ROADWAY PAVING 11. ROADWAY SIGNING 12. SIDEWALK 13. * Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).	Not found on FDOT Pre-Qualified list	Work Classes Approved: 1. DRAINAGE 2. FLEXIBLE PAVING 3. GRADING 4. HOT PLANT-MIXED BITUM. COURSES 5. SIDEWALK 6. * Underground Utilities- Water & Sewer.	Work Classes Approved: 1. DRAINAGE 2. FLEXIBLE PAVING 3. GRADING 4. HOT PLANT-MIXED BITUM. COURSES 5. SIDEWALK

Detailed Tabulation - Chip Seal
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
				CHIP SEAL									
Item No.	**Description**	**Unit**	**Est. Qtys.**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	CHIP SEAL (SINGLE APPLICATION)												
CC-001-1a	0 - 25,000	SY	11,800	$ 4.66	$ 54,988.00	NO BID		NO BID		NO BID		NO BID	
CC-001-1b	25,001 - 50,000	SY	35,000	$ 3.45	$ 120,750.00	NO BID		NO BID		NO BID		NO BID	
CC-001-1c	50,001 AND OVER	SY	60,000	$ 3.25	$ 195,000.00	NO BID		NO BID		NO BID		NO BID	
	CHIP SEAL (DOUBLE APPLICATION)												
CC-001-2a	0 - 25,000	SY	11,800	$ 6.49	$ 76,582.00	NO BID		NO BID		NO BID		NO BID	
CC-001-2b	25,001 - 50,000	SY	35,000	$ 5.99	$ 209,650.00	NO BID		NO BID		NO BID		NO BID	
CC-001-2c	50,001 AND OVER	SY	60,000	$ 5.75	$ 345,000.00	NO BID		NO BID		NO BID		NO BID	
	CHIP SEAL (TRIPLE APPLICATION)												
CC-001-3a	0 - 25,000	SY	11,800	$ 9.10	$ 107,380.00	NO BID		NO BID		NO BID		NO BID	
CC-001-3b	25,001 - 50,000	SY	35,000	$ 8.51	$ 297,850.00	NO BID		NO BID		NO BID		NO BID	
CC-001-3c	50,001 AND OVER	SY	60,000	$ 7.95	$ 477,000.00	NO BID		NO BID		NO BID		NO BID	
CC-001-3d	Silica Sand	SY	60,000	$ 0.20	$ 12,000.00	NO BID		NO BID		NO BID		NO BID	
	CRACK FILLING/SEALING												
CC-003-1	0 - 500	GAL	450	$ 36.00	$ 16,200.00	NO BID		NO BID		NO BID		NO BID	
CC-003-2	501 - 1,000	GAL	850	$ 34.00	$ 28,900.00	NO BID		NO BID		NO BID		NO BID	
CC-003-3	1,001 - 5,000	GAL	2,150	$ 32.00	$ 68,800.00	NO BID		NO BID		NO BID		NO BID	
CC-003-4	5,001 AND OVER	GAL	6,000	$ 30.00	$ 180,000.00	NO BID		NO BID		NO BID		NO BID	
	ROUTING AND SEALING												
CC-003-5	0 - 500	GAL	450	$ 55.00	$ 24,750.00	NO BID		NO BID		NO BID		NO BID	
CC-003-6	501 - 1,000	GAL	850	$ 48.00	$ 40,800.00	NO BID		NO BID		NO BID		NO BID	
CC-003-7	1,001 - 5,000	GAL	2,150	$ 45.00	$ 96,750.00	NO BID		NO BID		NO BID		NO BID	
CC-003-8	5,001 AND OVER	GAL	6,000	$ 42.00	$ 252,000.00	NO BID		NO BID		NO BID		NO BID	
	STRIPING AND PAVEMENT MARKING REMOVAL												
711-4a	REMOVAL BY WATER BLASTING	SF	2,640	$ 3.45	$ 9,108.00	NO BID		NO BID		NO BID		NO BID	
711-4b	REMOVAL BY GRINDING	SF	2,640	$ 3.68	$ 9,715.20	NO BID		NO BID		NO BID		NO BID	
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	NO BID		NO BID		NO BID		NO BID	
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	NO BID		NO BID		NO BID		NO BID	
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	NO BID		NO BID		NO BID		NO BID	
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Standard, White, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-123	Standard, White, Solid 12"	LF	50	$ 5.75	$ 287.50	NO BID		NO BID		NO BID		NO BID	
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-125	Standard, White, Solid 24"	LF	100	$ 11.50	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-160	Standard, White, Message	EA	2	$ 109.25	$ 218.50	NO BID		NO BID		NO BID		NO BID	
710-11-170	Standard, White, Arrows	EA	2	$ 103.20	$ 206.40	NO BID		NO BID		NO BID		NO BID	

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
				CHIP SEAL									
Item No.	Description	Unit	Est. Qtys.	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)
710-11-180	Standard, White, Yield Line	LF	10	$ 11.50	$ 115.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Standard, Yellow, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-223	Standard, Yellow, Solid 12"	LF	10	$ 2.99	$ 29.90	NO BID		NO BID		NO BID		NO BID	
710-11-224	Standard, Yellow, Solid 18"	LF	10	$ 5.75	$ 57.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Standard, Yellow, Solid 24"	LF	10	$ 5.98	$ 59.80	NO BID		NO BID		NO BID		NO BID	
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Durable, White, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-123	Durable, White, Solid 12"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Durable, White, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	
710-11-125	Durable, White, Solid 24"	LF	80	$ 13.80	$ 1,104.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-160	Durable, White, Message	EA	3	$ 161.00	$ 483.00	NO BID		NO BID		NO BID		NO BID	
710-11-170	Durable, White, Arrows	EA	3	$ 149.50	$ 448.50	NO BID		NO BID		NO BID		NO BID	
710-11-180	Durable, White, Yield Line	LF	10	$ 16.10	$ 161.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Durable, Yellow, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Durable, Yellow, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-223	Durable, Yellow, Solid 12"	LF	10	$ 4.14	$ 41.40	NO BID		NO BID		NO BID		NO BID	
710-11-224	Durable, Yellow, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Durable, Yellow, Solid 24"	LF	20	$ 8.28	$ 165.60	NO BID		NO BID		NO BID		NO BID	
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 1,035.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	NO BID		NO BID		NO BID		NO BID	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	NO BID		NO BID		NO BID		NO BID	
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	NO BID		NO BID		NO BID		NO BID	
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	NO BID		NO BID		NO BID		NO BID	
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	NO BID		NO BID		NO BID		NO BID	
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	NO BID		NO BID		NO BID		NO BID	
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	NO BID		NO BID		NO BID		NO BID	
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	NO BID		NO BID		NO BID		NO BID	
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 3,500.00	$ 3,500.00	NO BID		NO BID		NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 5,000.00	$ 5,000.00	NO BID		NO BID		NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 6,500.00	$ 6,500.00	NO BID		NO BID		NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	$ 8,000.00	$ 8,000.00	NO BID		NO BID		NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CHIP SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys.**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	7	$ 4,500.00	$ 31,500.00	NO BID		NO BID		NO BID		NO BID	
			CHIP SEAL SECTION TOTAL:		**$ 2,975,460.75**		**$ -**		**$ -**		**$ -**		**$ -**

Detailed Tabulation - Micro-Surfacing
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MICRO-SURFACING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	SINGLE MICRO												
CC-002-1a	0 - 25,000	SY	15,000	$ 4.42	$ 66,300.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1b	25,001 - 50,000	SY	30,000	$ 4.17	$ 125,100.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1c	50,001 AND OVER	SY	60,000	$ 3.97	$ 238,200.00	NO BID		NO BID		NO BID		NO BID	
	DOUBLE MICRO												
CC-002-1d	0 - 25,000	SY	15,000	$ 7.07	$ 106,050.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1e	25,001 - 50,000	SY	30,000	$ 6.30	$ 189,000.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1f	50,001 AND OVER	SY	60,000	$ 5.94	$ 356,400.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1g	RUT FILL	TON	500	$ 225.00	$ 112,500.00	NO BID		NO BID		NO BID		NO BID	
	CRACK FILLING/SEALING												
CC-003-1	0 - 500	GAL	450	$ 36.00	$ 16,200.00	NO BID		NO BID		NO BID		NO BID	
CC-003-2	501 - 1,000	GAL	850	$ 34.00	$ 28,900.00	NO BID		NO BID		NO BID		NO BID	
CC-003-3	1,001 - 5,000	GAL	2,150	$ 32.00	$ 68,800.00	NO BID		NO BID		NO BID		NO BID	
CC-003-4	5,001 AND OVER	GAL	6,000	$ 30.00	$ 180,000.00	NO BID		NO BID		NO BID		NO BID	
	ROUTING AND SEALING												
CC-003-5	0 - 500	GAL	450	$ 55.00	$ 24,750.00	NO BID		NO BID		NO BID		NO BID	
CC-003-6	501 - 1,000	GAL	850	$ 48.00	$ 40,800.00	NO BID		NO BID		NO BID		NO BID	
CC-003-7	1,001 - 5,000	GAL	2,150	$ 45.00	$ 96,750.00	NO BID		NO BID		NO BID		NO BID	
CC-003-8	5,001 AND OVER	GAL	6,000	$ 42.00	$ 252,000.00	NO BID		NO BID		NO BID		NO BID	
	STRIPING AND PAVEMENT MARKING REMOVAL												
711-4a	REMOVAL BY WATER BLASTING	SF	2,640	$ 3.45	$ 9,108.00	NO BID		NO BID		NO BID		NO BID	
711-4b	REMOVAL BY GRINDING	SF	2,640	$ 3.68	$ 9,715.20	NO BID		NO BID		NO BID		NO BID	
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1,200	$ 1.73	$ 2,076.00	NO BID		NO BID		NO BID		NO BID	
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1,200	$ 7.36	$ 8,832.00	NO BID		NO BID		NO BID		NO BID	
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 7.36	$ 220.80	NO BID		NO BID		NO BID		NO BID	
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	NO BID		NO BID		NO BID		NO BID	
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	NO BID		NO BID		NO BID		NO BID	
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Standard, White, Solid 8"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-123	Standard, White, Solid 12"	LF	100	$ 5.75	$ 575.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-125	Standard, White, Solid 24"	LF	250	$ 11.50	$ 2,875.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-160	Standard, White, Message	EA	15	$ 109.25	$ 1,638.75	NO BID		NO BID		NO BID		NO BID	
710-11-170	Standard, White, Arrows	EA	10	$ 103.20	$ 1,032.00	NO BID		NO BID		NO BID		NO BID	
710-11-180	Standard, White, Yield Line	LF	20	$ 11.50	$ 230.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Standard, Yellow, Solid 8"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-223	Standard, Yellow, Solid 12"	LF	30	$ 2.99	$ 89.70	NO BID		NO BID		NO BID		NO BID	
710-11-224	Standard, Yellow, Solid 18"	LF	30	$ 5.75	$ 172.50	NO BID		NO BID		NO BID		NO BID	

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MICRO-SURFACING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
710-11-225	Standard, Yellow, Solid 24"	LF	40	$ 5.98	$ 239.20	NO BID		NO BID		NO BID		NO BID	
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.73	$ 86.50	NO BID		NO BID		NO BID		NO BID	
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	$ 5,520.00	$ 16,560.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Durable, White, Solid 8"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-123	Durable, White, Solid 12"	LF	100	$ 6.90	$ 690.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Durable, White, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
710-11-125	Durable, White, Solid 24"	LF	250	$ 13.80	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 2,300.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-160	Durable, White, Message	EA	15	$ 161.00	$ 2,415.00	NO BID		NO BID		NO BID		NO BID	
710-11-170	Durable, White, Arrows	EA	10	$ 149.50	$ 1,495.00	NO BID		NO BID		NO BID		NO BID	
710-11-180	Durable, White, Yield Line	LF	20	$ 16.10	$ 322.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Durable, Yellow, Solid 6"	NM	2	$ 5,520.00	$ 11,040.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Durable, Yellow, Solid 8"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-223	Durable, Yellow, Solid 12"	LF	30	$ 4.14	$ 124.20	NO BID		NO BID		NO BID		NO BID	
710-11-224	Durable, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Durable, Yellow, Solid 24"	LF	40	$ 8.28	$ 331.20	NO BID		NO BID		NO BID		NO BID	
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 2,070.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.42	$ 121.00	NO BID		NO BID		NO BID		NO BID	
	THERMOPLASTIC PAVEMENT MARKINGS												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	NO BID		NO BID		NO BID		NO BID	
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	NO BID		NO BID		NO BID		NO BID	
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	NO BID		NO BID		NO BID		NO BID	
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	NO BID		NO BID		NO BID		NO BID	
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	NO BID		NO BID		NO BID		NO BID	
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	NO BID		NO BID		NO BID		NO BID	
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	NO BID		NO BID		NO BID		NO BID	
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	NO BID		NO BID		NO BID		NO BID	
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	NO BID		NO BID		NO BID		NO BID	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	NO BID		NO BID		NO BID		NO BID	
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	NO BID		NO BID		NO BID		NO BID	
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	NO BID		NO BID		NO BID		NO BID	
	CONCRETE												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MICRO-SURFACING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	NO BID		NO BID		NO BID		NO BID	
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	NO BID		NO BID		NO BID		NO BID	
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	NO BID		NO BID		NO BID		NO BID	
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	NO BID		NO BID		NO BID		NO BID	
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 3,500.00	$ 3,500.00	NO BID		NO BID		NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 5,000.00	$ 5,000.00	NO BID		NO BID		NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 6,500.00	$ 6,500.00	NO BID		NO BID		NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	$ 8,000.00	$ 8,000.00	NO BID		NO BID		NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	25	$ 4,500.00	$ 112,500.00	NO BID		NO BID		NO BID		NO BID	
MICRO SURFACE SECTION TOTAL:					**$2,437,986.30**		**$ -**		**$ -**		**$ -**		**$ -**

Detailed Tabulation - Fog Seal
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FOG SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	FOG SEAL TIGHT SURFACE (0.09-0.14 gal/sy)												
CC-004-1a	0 - 25,000	SY	11,800	$ 0.85	$ 10,030.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1b	25,001 - 50,000	SY	35,000	$ 0.75	$ 26,250.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1c	50,001 AND OVER	SY	60,000	$ 0.65	$ 39,000.00	NO BID		NO BID		NO BID		NO BID	
	FOG SEAL OPEN SURFACE (0.18-0.22 gal/sy)												
CC-004-1d	0 - 25,000	SY	11,800	$ 0.95	$ 11,210.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1e	25,001 - 50,000	SY	35,000	$ 0.90	$ 31,500.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1f	50,001 AND OVER	SY	60,000	$ 0.85	$ 51,000.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1g	Silica Sand	SY	10,000	$ 0.20	$ 2,000.00	NO BID		NO BID		NO BID		NO BID	
	STRIPING AND PAVEMENT MARKING REMOVAL												
711-4a	REMOVAL BY WATER BLASTING	SF	1,320	$ 3.45	$ 4,554.00	NO BID		NO BID		NO BID		NO BID	
711-4b	REMOVAL BY GRINDING	SF	1,320	$ 3.68	$ 4,857.60	NO BID		NO BID		NO BID		NO BID	
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	NO BID		NO BID		NO BID		NO BID	
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	NO BID		NO BID		NO BID		NO BID	
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	NO BID		NO BID		NO BID		NO BID	
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Standard, White, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-123	Standard, White, Solid 12"	LF	50	$ 5.75	$ 287.50	NO BID		NO BID		NO BID		NO BID	
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-125	Standard, White, Solid 24"	LF	100	$ 11.50	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-160	Standard, White, Message	EA	2	$ 109.25	$ 218.50	NO BID		NO BID		NO BID		NO BID	
710-11-170	Standard, White, Arrows	EA	2	$ 103.20	$ 206.40	NO BID		NO BID		NO BID		NO BID	
710-11-180	Standard, White, Yield Line	LF	10	$ 11.50	$ 115.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Standard, Yellow, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-223	Standard, Yellow, Solid 12"	LF	10	$ 2.99	$ 29.90	NO BID		NO BID		NO BID		NO BID	
710-11-224	Standard, Yellow, Solid 18"	LF	10	$ 5.75	$ 57.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Standard, Yellow, Solid 24"	LF	10	$ 5.98	$ 59.80	NO BID		NO BID		NO BID		NO BID	
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FOG SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Durable, White, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-123	Durable, White, Solid 12"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Durable, White, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	
710-11-125	Durable, White, Solid 24"	LF	80	$ 13.80	$ 1,104.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-160	Durable, White, Message	EA	3	$ 161.00	$ 483.00	NO BID		NO BID		NO BID		NO BID	
710-11-170	Durable, White, Arrows	EA	3	$ 149.50	$ 448.50	NO BID		NO BID		NO BID		NO BID	
710-11-180	Durable, White, Yield Line	LF	10	$ 16.10	$ 161.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Durable, Yellow, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Durable, Yellow, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-223	Durable, Yellow, Solid 12"	LF	10	$ 4.14	$ 41.40	NO BID		NO BID		NO BID		NO BID	
710-11-224	Durable, Yellow, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Durable, Yellow, Solid 24"	LF	20	$ 8.28	$ 165.60	NO BID		NO BID		NO BID		NO BID	
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 1,035.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 900.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 900.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 900.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	$ 900.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)					NO BID		NO BID		NO BID		NO BID	
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	$ 4,500.00	$ 45,000.00	NO BID		NO BID		NO BID		NO BID	
FOG SEAL SECTION TOTAL:					**$ 261,714.15**		**$ -**		**$ -**		**$ -**		**$ -**
ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)													
	SHOULDER AND ROADSIDE	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	NO BID		NO BID		NO BID		NO BID	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	NO BID		NO BID		NO BID		NO BID	
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	NO BID		NO BID		NO BID		NO BID	
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	NO BID		NO BID		NO BID		NO BID	

Detailed Tabulation - Asphalt Rejuvenator
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
ASPHALT REJUVENATOR													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	ASPHALT REJUVENATOR												
CC-005	ASPHALT REJUVENATOR PER SPECIFICATION	SY	500,000	NO BID		NO BID		$ 1.22	$ 610,000.00	NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	NO BID		NO BID		$ 2,500.00	$ 2,500.00	NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	NO BID		NO BID		$ 1,800.00	$ 1,800.00	NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	NO BID		NO BID		$ 1,300.00	$ 1,300.00	NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	NO BID		NO BID		$ 1,000.00	$ 1,000.00	NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	NO BID		NO BID		$ 400.00	$ 12,000.00	NO BID		NO BID	
ASPHALT REJUVENATOR SECTION TOTAL:					**$ -**		**$ -**		**$ 628,600.00**		**$ -**		**$ -**

Detailed Tabulation - Scrub Seal
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
SCRUB SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	SCRUB SEAL (EMULSION)												
CC-006a	0 - 25,000	SY	10,000	$ 2.55	$ 25,500.00	NO BID		NO BID		NO BID		NO BID	
CC-006b	25,001 - 50,000	SY	25,500	$ 2.00	$ 51,000.00	NO BID		NO BID		NO BID		NO BID	
CC-006c	50,001 AND OVER	SY	55,000	$ 1.90	$ 104,500.00	NO BID		NO BID		NO BID		NO BID	
	AGGREGATE COVER												
CC-006d	0 - 25,000	SY	10,000	$ 3.30	$ 33,000.00	NO BID		NO BID		NO BID		NO BID	
CC-006e	25,001 - 50,000	SY	2,550	$ 2.65	$ 6,757.50	NO BID		NO BID		NO BID		NO BID	
CC-006f	50,001 AND OVER	SY	55,000	$ 2.50	$ 137,500.00	NO BID		NO BID		NO BID		NO BID	
	FOG SEAL TIGHT SURFACE (0.09-0.14 gal/sy)												
CC-004-1a	0 - 25,000	SY	10,000	$ 0.85	$ 8,500.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1b	25,001 - 50,000	SY	25,500	$ 0.75	$ 19,125.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1c	50,001 AND OVER	SY	55,000	$ 0.65	$ 35,750.00	NO BID		NO BID		NO BID		NO BID	
	FOG SEAL OPEN SURFACE (0.18-0.22 gal/sy)												
CC-004-1d	0 - 25,000	SY	10,000	$ 0.95	$ 9,500.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1e	25,001 - 50,000	SY	25,500	$ 0.90	$ 22,950.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1f	50,001 AND OVER	SY	55,000	$ 0.85	$ 46,750.00	NO BID		NO BID		NO BID		NO BID	
CC-004-1g	Silica Sand	SY	10,000	$ 0.20	$ 2,000.00	NO BID		NO BID		NO BID		NO BID	
	STRIPING AND PAVEMENT MARKING REMOVAL												
711-4a	REMOVAL BY WATER BLASTING	SF	2,640	$ 3.45	$ 9,108.00	NO BID		NO BID		NO BID		NO BID	
711-4b	REMOVAL BY GRINDING	SF	2,640	$ 3.68	$ 9,715.20	NO BID		NO BID		NO BID		NO BID	
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	NO BID		NO BID		NO BID		NO BID	
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	NO BID		NO BID		NO BID		NO BID	
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	NO BID		NO BID		NO BID		NO BID	
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	NO BID		NO BID		NO BID		NO BID	
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Standard, White, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-123	Standard, White, Solid 12"	LF	50	$ 5.75	$ 287.50	NO BID		NO BID		NO BID		NO BID	
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-125	Standard, White, Solid 24"	LF	100	$ 11.50	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-160	Standard, White, Message	EA	2	$ 109.25	$ 218.50	NO BID		NO BID		NO BID		NO BID	
710-11-170	Standard, White, Arrows	EA	2	$ 103.20	$ 206.40	NO BID		NO BID		NO BID		NO BID	
710-11-180	Standard, White, Yield Line	LF	10	$ 11.50	$ 115.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Standard, Yellow, Solid 8"	LF	20	$ 1.73	$ 34.60	NO BID		NO BID		NO BID		NO BID	
710-11-223	Standard, Yellow, Solid 12"	LF	10	$ 2.99	$ 29.90	NO BID		NO BID		NO BID		NO BID	
710-11-224	Standard, Yellow, Solid 18"	LF	10	$ 5.75	$ 57.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Standard, Yellow, Solid 24"	LF	10	$ 5.98	$ 59.80	NO BID		NO BID		NO BID		NO BID	
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Durable, White, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-123	Durable, White, Solid 12"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Durable, White, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	
710-11-125	Durable, White, Solid 24"	LF	80	$ 13.80	$ 1,104.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 1,150.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-160	Durable, White, Message	EA	3	$ 161.00	$ 483.00	NO BID		NO BID		NO BID		NO BID	
710-11-170	Durable, White, Arrows	EA	3	$ 149.50	$ 448.50	NO BID		NO BID		NO BID		NO BID	
710-11-180	Durable, White, Yield Line	LF	10	$ 16.10	$ 161.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Durable, Yellow, Solid 6"	NM	1	$ 5,520.00	$ 2,760.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Durable, Yellow, Solid 8"	LF	10	$ 2.42	$ 24.20	NO BID		NO BID		NO BID		NO BID	
710-11-223	Durable, Yellow, Solid 12"	LF	10	$ 4.14	$ 41.40	NO BID		NO BID		NO BID		NO BID	
710-11-224	Durable, Yellow, Solid 18"	LF	10	$ 8.05	$ 80.50	NO BID		NO BID		NO BID		NO BID	

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
SCRUB SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
710-11-225	Durable, Yellow, Solid 24"	LF	20	$ 8.28	$ 165.60	NO BID		NO BID		NO BID		NO BID	
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 1,035.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
	THERMOPLASTIC PAVEMENT MARKINGS												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	NO BID		NO BID		NO BID		NO BID	
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	NO BID		NO BID		NO BID		NO BID	
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	NO BID		NO BID		NO BID		NO BID	
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	NO BID		NO BID		NO BID		NO BID	
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	NO BID		NO BID		NO BID		NO BID	
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	NO BID		NO BID		NO BID		NO BID	
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	NO BID		NO BID		NO BID		NO BID	
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	NO BID		NO BID		NO BID		NO BID	
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	NO BID		NO BID		NO BID		NO BID	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	NO BID		NO BID		NO BID		NO BID	
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	NO BID		NO BID		NO BID		NO BID	
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	NO BID		NO BID		NO BID		NO BID	
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	NO BID		NO BID		NO BID		NO BID	
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	NO BID		NO BID		NO BID		NO BID	
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	NO BID		NO BID		NO BID		NO BID	
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	NO BID		NO BID		NO BID		NO BID	
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 3,500.00	$ 3,500.00	NO BID		NO BID		NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 5,000.00	$ 5,000.00	NO BID		NO BID		NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 6,500.00	$ 6,500.00	NO BID		NO BID		NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	$ 8,000.00	$ 8,000.00	NO BID		NO BID		NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	$ 4,500.00	$ 45,000.00	NO BID		NO BID		NO BID		NO BID	
SCRUB SEAL SECTION TOTAL:					**$ 930,403.25**		**$ -**		**$ -**		**$ -**		**$ -**

Detailed Tabulation - FDR with Cement
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	EXCAVATION,EMBANKMENT & ROADWAY												
120-1	Excavation Regular	CY	1,500	$ 47.00	$ 70,500.00	$ 45.00	$ 67,500.00	NO BID		NO BID		$ 9.90	$ 14,850.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 43.00	$ 107,500.00	$ 47.00	$ 117,500.00	NO BID		NO BID		$ 37.10	$ 92,750.00
	Optional Base Group 01												
285-701a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 71.00	$ 17,750.00	NO BID		NO BID		$ 53.60	$ 13,400.00
285-701b	251 - 1000 square yards	SY	1000	$ 82.80	$ 82,800.00	$ 40.00	$ 40,000.00	NO BID		NO BID		$ 27.20	$ 27,200.00
285-701c	Over 1000 square yards	SY	3000	$ 76.25	$ 228,750.00	$ 17.50	$ 52,500.00	NO BID		NO BID		$ 24.10	$ 72,300.00
	Optional Base Group 04												
285-704a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 75.00	$ 18,750.00	NO BID		NO BID		$ 56.20	$ 14,050.00
285-704b	251 - 1000 square yards	SY	1000	$ 82.80	$ 82,800.00	$ 45.90	$ 45,900.00	NO BID		NO BID		$ 28.50	$ 28,500.00
285-704c	Over 1000 square yards	SY	3000	$ 76.25	$ 228,750.00	$ 24.10	$ 72,300.00	NO BID		NO BID		$ 26.90	$ 80,700.00
	Optional Base Group 06												
285-706a	0 - 250 Square Yards	SY	250	$ 203.50	$ 50,875.00	$ 79.30	$ 19,825.00	NO BID		NO BID		$ 60.30	$ 15,075.00
285-706b	251 - 1000 square yards	SY	1000	$ 90.80	$ 90,800.00	$ 50.05	$ 50,050.00	NO BID		NO BID		$ 33.30	$ 33,300.00
285-706c	Over 1000 square yards	SY	3000	$ 84.25	$ 252,750.00	$ 27.45	$ 82,350.00	NO BID		NO BID		$ 31.70	$ 95,100.00
	Milling from 0 to 1,000 Square Yards												
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1000	$ 15.00	$ 15,000.00	$ 25.44	$ 25,440.00	NO BID		NO BID		$ 7.60	$ 7,600.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	1000	$ 15.50	$ 15,500.00	$ 27.20	$ 27,200.00	NO BID		NO BID		$ 8.10	$ 8,100.00
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	1000	$ 17.75	$ 17,750.00	$ 29.00	$ 29,000.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	1000	$ 20.00	$ 20,000.00	$ 30.70	$ 30,700.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	1000	$ 22.50	$ 22,500.00	$ 32.45	$ 32,450.00	NO BID		NO BID		$ 8.60	$ 8,600.00
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	1000	$ 24.50	$ 24,500.00	$ 35.95	$ 35,950.00	NO BID		NO BID		$ 8.80	$ 8,800.00
	Milling from 1,001 to 5,000 Square Yards												
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	5000	$ 6.90	$ 34,500.00	$ 14.50	$ 72,500.00	NO BID		NO BID		$ 3.30	$ 16,500.00
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	5000	$ 6.95	$ 34,750.00	$ 16.25	$ 81,250.00	NO BID		NO BID		$ 3.60	$ 18,000.00
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	5000	$ 7.70	$ 38,500.00	$ 18.00	$ 90,000.00	NO BID		NO BID		$ 3.80	$ 19,000.00
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	5000	$ 8.20	$ 41,000.00	$ 19.75	$ 98,750.00	NO BID		NO BID		$ 4.00	$ 20,000.00
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	5000	$ 8.45	$ 42,250.00	$ 21.50	$ 107,500.00	NO BID		NO BID		$ 4.60	$ 23,000.00
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	5000	$ 8.95	$ 44,750.00	$ 24.95	$ 124,750.00	NO BID		NO BID		$ 5.50	$ 27,500.00
	Milling from 5,001 to 25,000 Square Yards												
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	15000	$ 4.10	$ 61,500.00	$ 5.00	$ 75,000.00	NO BID		NO BID		$ 1.90	$ 28,500.00
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	15000	$ 4.25	$ 63,750.00	$ 5.60	$ 84,000.00	NO BID		NO BID		$ 2.20	$ 33,000.00
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	15000	$ 4.60	$ 69,000.00	$ 6.40	$ 96,000.00	NO BID		NO BID		$ 2.80	$ 42,000.00
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	15000	$ 5.05	$ 75,750.00	$ 7.20	$ 108,000.00	NO BID		NO BID		$ 3.20	$ 48,000.00

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	15000	$ 5.65	$ 84,750.00	$ 8.00	$ 120,000.00	NO BID		NO BID		$ 3.70	$ 55,500.00
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	15000	$ 7.20	$ 108,000.00	$ 9.65	$ 144,750.00	NO BID		NO BID		$ 4.60	$ 69,000.00
	Milling over 25,000 Square Yards												
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	56000	$ 3.65	$ 204,400.00	$ 4.10	$ 229,600.00	NO BID		NO BID		$ 1.30	$ 72,800.00
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	56000	$ 3.80	$ 212,800.00	$ 4.90	$ 274,400.00	NO BID		NO BID		$ 1.90	$ 106,400.00
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	56000	$ 4.20	$ 235,200.00	$ 5.70	$ 319,200.00	NO BID		NO BID		$ 2.20	$ 123,200.00
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	56000	$ 4.60	$ 257,600.00	$ 6.50	$ 364,000.00	NO BID		NO BID		$ 2.70	$ 151,200.00
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	56000	$ 5.05	$ 282,800.00	$ 7.30	$ 408,800.00	NO BID		NO BID		$ 3.20	$ 179,200.00
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	56000	$ 6.25	$ 350,000.00	$ 9.65	$ 540,400.00	NO BID		NO BID		$ 4.80	$ 268,800.00
	Asphalt Types from 0 to 100 Tons												
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 786.50	$ 78,650.00	NO BID		NO BID		$ 481.50	$ 48,150.00
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 778.00	$ 77,800.00	NO BID		NO BID		$ 474.90	$ 47,490.00
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 776.00	$ 77,600.00	NO BID		NO BID		$ 468.00	$ 46,800.00
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 772.00	$ 77,200.00	NO BID		NO BID		$ 456.80	$ 45,680.00
	Asphalt Types from 101 to 1,000 Tons												
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1000	$ 204.75	$ 204,750.00	$ 310.00	$ 310,000.00	NO BID		NO BID		$ 218.70	$ 218,700.00
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1000	$ 204.75	$ 204,750.00	$ 302.00	$ 302,000.00	NO BID		NO BID		$ 212.10	$ 212,100.00
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	1000	$ 185.50	$ 185,500.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 205.30	$ 205,300.00
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	1000	$ 185.50	$ 185,500.00	$ 296.00	$ 296,000.00	NO BID		NO BID		$ 200.00	$ 200,000.00
	Asphalt Types over 1,001 Tons												
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5000	$ 191.25	$ 956,250.00	$ 244.80	$ 1,224,000.00	NO BID		NO BID		$ 204.30	$ 1,021,500.00
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5000	$ 191.25	$ 956,250.00	$ 236.70	$ 1,183,500.00	NO BID		NO BID		$ 192.70	$ 963,500.00
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	5000	$ 171.95	$ 859,750.00	$ 234.45	$ 1,172,250.00	NO BID		NO BID		$ 189.10	$ 945,500.00
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	5000	$ 171.95	$ 859,750.00	$ 230.70	$ 1,153,500.00	NO BID		NO BID		$ 179.20	$ 896,000.00
	Asphalt Types from 0 to 100 Tons												
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 755.00	$ 75,500.00	NO BID		NO BID		$ 320.00	$ 32,000.00
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 750.00	$ 75,000.00	NO BID		NO BID		$ 313.20	$ 31,320.00
	Asphalt Types from 101 to 1,000 Tons												
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1000	$ 206.75	$ 206,750.00	$ 303.70	$ 303,700.00	NO BID		NO BID		$ 216.30	$ 216,300.00
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1000	$ 206.75	$ 206,750.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 210.30	$ 210,300.00
	Asphalt Types over 1,001 Tons												

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FULL DEPTH RECLAMATION (FDR) WITH CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5000	$ 193.25	$ 966,250.00	$ 241.30	$ 1,206,500.00	NO BID		NO BID		$ 202.90	$ 1,014,500.00
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5000	$ 193.25	$ 966,250.00	$ 233.45	$ 1,167,250.00	NO BID		NO BID		$ 191.40	$ 957,000.00
	Full Depth Reclamation (FDR)												
CC-008-1	Excavation for Widening or Unsuitable Material	CY	1200	$ 47.00	$ 56,400.00	$ 39.68	$ 47,616.00	NO BID		NO BID		$ 11.90	$ 14,280.00
CC-008-2	Added RAP or Aggregate	Ton	500	$ 40.00	$ 20,000.00	$ 42.19	$ 21,095.00	NO BID		NO BID		$ 23.70	$ 11,850.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards												
CC-008-3	Pulverization	Sq Yd	10500	$ 11.95	$ 125,475.00	$ 14.06	$ 147,630.00	NO BID		NO BID		$ 14.30	$ 150,150.00
CC-008-4	Portland Cement	Ton	150	$ 235.00	$ 35,250.00	$ 276.47	$ 41,470.50	NO BID		NO BID		$ 280.90	$ 42,135.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards												
CC-008-7	Pulverization	Sq Yd	30000	$ 10.05	$ 301,500.00	$ 11.82	$ 354,600.00	NO BID		NO BID		$ 12.10	$ 363,000.00
CC-008-8	Portland Cement	Ton	350	$ 235.00	$ 82,250.00	$ 276.47	$ 96,764.50	NO BID		NO BID		$ 280.90	$ 98,315.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards												
CC-008-11	Pulverization	Sq Yd	56000	$ 7.95	$ 445,200.00	$ 9.35	$ 523,600.00	NO BID		NO BID		$ 9.60	$ 537,600.00
CC-008-12	Portland Cement	Ton	700	$ 235.00	$ 164,500.00	$ 276.47	$ 193,529.00	NO BID		NO BID		$ 280.90	$ 196,630.00
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 5.00	$ 1,500.00	$ 3.53	$ 1,059.00	NO BID		NO BID		$ 8.40	$ 2,520.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 6.00	$ 1,800.00	$ 8.24	$ 2,472.00	NO BID		NO BID		$ 8.40	$ 2,520.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	$ 7.00	$ 49,280.00	$ 3.53	$ 24,851.20	NO BID		NO BID		$ 4.90	$ 34,496.00
577-70	SHOULDER REWORK	SY	7040	$ 2.00	$ 14,080.00	$ 7.50	$ 52,800.00	NO BID		NO BID		$ 4.60	$ 32,384.00
104-10-3	SEDIMENT BARRIER	LF	1000	$ 3.00	$ 3,000.00	$ 2.35	$ 2,350.00	NO BID		NO BID		$ 3.00	$ 3,000.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	30	$ 275.00	$ 8,250.00	$ 497.65	$ 14,929.50	NO BID		NO BID		$ 177.80	$ 5,334.00
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	$ 316.00	$ 22,120.00	NO BID		NO BID		$ 167.30	$ 11,711.00
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	$ 185.00	$ 25,900.00	NO BID		NO BID		$ 139.90	$ 19,586.00
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	$ 185.00	$ 38,850.00	NO BID		NO BID		$ 118.40	$ 24,864.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	$ 455.00	$ 22,750.00	NO BID		NO BID		$ 191.20	$ 9,560.00
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	$ 277.00	$ 27,700.00	NO BID		NO BID		$ 163.80	$ 16,380.00
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	$ 286.00	$ 42,900.00	NO BID		NO BID		$ 142.30	$ 21,345.00
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	$ 154.05	$ 15,405.00	NO BID		NO BID		$ 53.80	$ 5,380.00
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	$ 2.00	$ 700.00	NO BID		NO BID		$ 2.40	$ 840.00
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	$ 4.50	$ 22.50	NO BID		NO BID		$ 4.80	$ 24.00
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	$ 4.50	$ 135.00	NO BID		NO BID		$ 4.80	$ 144.00
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,352.00	$ 2,352.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-122	Standard, White, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-123	Standard, White, Solid 12"	LF	100	$ 5.75	$ 575.00	$ 2.35	$ 235.00	NO BID		NO BID		$ 1.00	$ 100.00
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00

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FULL DEPTH RECLAMATION (FDR) WITH CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
710-11-125	Standard, White, Solid 24"	LF	250	$ 11.50	$ 2,875.00	$ 2.59	$ 647.50	NO BID		NO BID		$ 2.40	$ 600.00
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	$ 1.18	$ 35.40	NO BID		NO BID		$ 0.40	$ 12.00
710-11-160	Standard, White, Message	EA	15	$ 109.25	$ 1,638.75	$ 55.00	$ 825.00	NO BID		NO BID		$ 59.80	$ 897.00
710-11-170	Standard, White, Arrows	EA	10	$ 103.20	$ 1,032.00	$ 55.00	$ 550.00	NO BID		NO BID		$ 35.90	$ 359.00
710-11-180	Standard, White, Yield Line	LF	20	$ 11.50	$ 230.00	$ 11.76	$ 235.20	NO BID		NO BID		$ 12.00	$ 240.00
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,352.00	$ 2,352.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-222	Standard, Yellow, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-223	Standard, Yellow, Solid 12"	LF	30	$ 2.99	$ 89.70	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.00	$ 30.00
710-11-224	Standard, Yellow, Solid 18"	LF	30	$ 5.75	$ 172.50	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00
710-11-225	Standard, Yellow, Solid 24"	LF	40	$ 5.98	$ 239.20	$ 2.59	$ 103.60	NO BID		NO BID		$ 2.40	$ 96.00
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.73	$ 86.50	$ 1.18	$ 59.00	NO BID		NO BID		$ 1.20	$ 60.00
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	$ 5,520.00	$ 16,560.00	$ 2,941.00	$ 8,823.00	NO BID		NO BID		$ 2,987.50	$ 8,962.50
710-11-122	Durable, White, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-123	Durable, White, Solid 12"	LF	100	$ 6.90	$ 690.00	$ 2.94	$ 294.00	NO BID		NO BID		$ 2.00	$ 200.00
710-11-124	Durable, White, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-125	Durable, White, Solid 24"	LF	250	$ 13.80	$ 3,450.00	$ 3.18	$ 795.00	NO BID		NO BID		$ 3.90	$ 975.00
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 2,300.00	$ 882.00	$ 882.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	$ 1.76	$ 52.80	NO BID		NO BID		$ 0.50	$ 15.00
710-11-160	Durable, White, Message	EA	15	$ 161.00	$ 2,415.00	$ 70.00	$ 1,050.00	NO BID		NO BID		$ 119.50	$ 1,792.50
710-11-170	Durable, White, Arrows	EA	10	$ 149.50	$ 1,495.00	$ 70.00	$ 700.00	NO BID		NO BID		$ 71.70	$ 717.00
710-11-180	Durable, White, Yield Line	LF	20	$ 16.10	$ 322.00	$ 14.12	$ 282.40	NO BID		NO BID		$ 23.90	$ 478.00
710-11-211	Durable, Yellow, Solid 6"	NM	2	$ 5,520.00	$ 11,040.00	$ 2,941.00	$ 5,882.00	NO BID		NO BID		$ 2,987.50	$ 5,975.00
710-11-222	Durable, Yellow, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-223	Durable, Yellow, Solid 12"	LF	30	$ 4.14	$ 124.20	$ 2.94	$ 88.20	NO BID		NO BID		$ 2.00	$ 60.00
710-11-224	Durable, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-225	Durable, Yellow, Solid 24"	LF	40	$ 8.28	$ 331.20	$ 3.18	$ 127.20	NO BID		NO BID		$ 3.90	$ 156.00
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 2,070.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.42	$ 121.00	$ 1.76	$ 88.00	NO BID		NO BID		$ 0.50	$ 25.00
	THERMOPLASTIC PAVEMENT MARKINGS (711)												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	$ 6,470.00	$ 12,940.00	NO BID		NO BID		$ 8,365.00	$ 16,730.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	$ 4.12	$ 412.00	NO BID		NO BID		$ 4.80	$ 480.00
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	$ 8.24	$ 824.00	NO BID		NO BID		$ 9.60	$ 960.00
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.20	$ 36.00
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	$ 140.00	$ 2,100.00	NO BID		NO BID		$ 239.00	$ 3,585.00
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	$ 110.00	$ 1,100.00	NO BID		NO BID		$ 95.60	$ 956.00
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	$ 23.53	$ 470.60	NO BID		NO BID		$ 19.20	$ 384.00
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	$ 6,470.00	$ 6,470.00	NO BID		NO BID		$ 8,365.00	$ 8,365.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	$ 4.12	$ 123.60	NO BID		NO BID		$ 4.80	$ 144.00
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	$ 8.24	$ 329.60	NO BID		NO BID		$ 9.60	$ 384.00
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	$ 2.35	$ 117.50	NO BID		NO BID		$ 1.20	$ 60.00
	MOBILIZATION												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 7,500.00	$ 7,500.00	$ 19,000.00	$ 19,000.00	NO BID		NO BID		$ 16,708.50	$ 16,708.50
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 8,500.00	$ 8,500.00	$ 28,000.00	$ 28,000.00	NO BID		NO BID		$ 22,278.00	$ 22,278.00
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 10,000.00	$ 10,000.00	$ 44,000.00	$ 44,000.00	NO BID		NO BID		$ 34,365.00	$ 34,365.00
101-1d	Work Order Total Over $500,000	LS	1	$ 12,000.00	$ 12,000.00	$ 82,000.00	$ 82,000.00	NO BID		NO BID		$ 70,507.50	$ 70,507.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	$ 7,500.00	$ 7,500.00	$ 7,590.00	$ 7,590.00	NO BID		NO BID		$ 9,560.00	$ 9,560.00
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 4,500.00	$ 135,000.00	$ 4,000.00	$ 120,000.00	NO BID		NO BID		$ 7,256.40	$ 217,692.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 85.00	$ 2,550.00	$ 290.00	$ 8,700.00	NO BID		NO BID		$ 59.30	$ 1,779.00
SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$ 12,442,726.80		$ 15,575,923.40		$ -		$ -		$ 11,197,286.00

Detailed Tabulation - FDR with Asphalt Emulsion and Cement
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	EXCAVATION,EMBANKMENT & ROADWAY												
120-1	Excavation Regular	CY	1,500	$ 47.00	$ 70,500.00	$ 45.00	$ 67,500.00	NO BID		NO BID		$ 9.90	$ 14,850.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 43.00	$ 107,500.00	$ 47.00	$ 117,500.00	NO BID		NO BID		$ 37.10	$ 92,750.00
	Optional Base Group 01												
285-701a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 71.00	$ 17,750.00	NO BID		NO BID		$ 53.60	$ 13,400.00
285-701b	251 - 1000 square yards	SY	1,000	$ 82.80	$ 82,800.00	$ 40.00	$ 40,000.00	NO BID		NO BID		$ 27.20	$ 27,200.00
285-701c	Over 1000 square yards	SY	3,000	$ 76.25	$ 228,750.00	$ 17.50	$ 52,500.00	NO BID		NO BID		$ 24.10	$ 72,300.00
	Optional Base Group 04												
285-704a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 75.00	$ 18,750.00	NO BID		NO BID		$ 56.20	$ 14,050.00
285-704b	251 - 1000 square yards	SY	1,000	$ 82.80	$ 82,800.00	$ 45.90	$ 45,900.00	NO BID		NO BID		$ 28.50	$ 28,500.00
285-704c	Over 1000 square yards	SY	3,000	$ 76.25	$ 228,750.00	$ 24.10	$ 72,300.00	NO BID		NO BID		$ 26.90	$ 80,700.00
	Optional Base Group 06												
285-706a	0 - 250 Square Yards	SY	250	$ 203.50	$ 50,875.00	$ 79.30	$ 19,825.00	NO BID		NO BID		$ 60.30	$ 15,075.00
285-706b	251 - 1000 square yards	SY	1,000	$ 90.80	$ 90,800.00	$ 50.05	$ 50,050.00	NO BID		NO BID		$ 33.30	$ 33,300.00
285-706c	Over 1000 square yards	SY	3,000	$ 84.25	$ 252,750.00	$ 27.45	$ 82,350.00	NO BID		NO BID		$ 31.70	$ 95,100.00
	Milling from 0 to 1,000 Square Yards												
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1,000	$ 15.00	$ 15,000.00	$ 25.44	$ 25,440.00	NO BID		NO BID		$ 7.60	$ 7,600.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	1,000	$ 15.50	$ 15,500.00	$ 27.20	$ 27,200.00	NO BID		NO BID		$ 8.10	$ 8,100.00
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	1,000	$ 17.75	$ 17,750.00	$ 29.00	$ 29,000.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	1,000	$ 20.00	$ 20,000.00	$ 30.70	$ 30,700.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	1,000	$ 22.50	$ 22,500.00	$ 32.45	$ 32,450.00	NO BID		NO BID		$ 8.60	$ 8,600.00
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	1,000	$ 24.50	$ 24,500.00	$ 35.95	$ 35,950.00	NO BID		NO BID		$ 8.80	$ 8,800.00
	Milling from 1,001 to 5,000 Square Yards												
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	5,000	$ 6.90	$ 34,500.00	$ 14.50	$ 72,500.00	NO BID		NO BID		$ 3.30	$ 16,500.00
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	5,000	$ 6.95	$ 34,750.00	$ 16.25	$ 81,250.00	NO BID		NO BID		$ 3.60	$ 18,000.00
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	5,000	$ 7.70	$ 38,500.00	$ 18.00	$ 90,000.00	NO BID		NO BID		$ 3.80	$ 19,000.00
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	5,000	$ 8.20	$ 41,000.00	$ 19.75	$ 98,750.00	NO BID		NO BID		$ 4.00	$ 20,000.00
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	5,000	$ 8.45	$ 42,250.00	$ 21.50	$ 107,500.00	NO BID		NO BID		$ 4.60	$ 23,000.00
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	5,000	$ 8.95	$ 44,750.00	$ 24.95	$ 124,750.00	NO BID		NO BID		$ 5.50	$ 27,500.00
	Milling from 5,001 to 25,000 Square Yards												
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	15,000	$ 4.10	$ 61,500.00	$ 5.00	$ 75,000.00	NO BID		NO BID		$ 1.90	$ 28,500.00
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	15,000	$ 4.25	$ 63,750.00	$ 5.60	$ 84,000.00	NO BID		NO BID		$ 2.20	$ 33,000.00
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	15,000	$ 4.60	$ 69,000.00	$ 6.40	$ 96,000.00	NO BID		NO BID		$ 2.80	$ 42,000.00
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	15,000	$ 5.05	$ 75,750.00	$ 7.20	$ 108,000.00	NO BID		NO BID		$ 3.20	$ 48,000.00
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	15,000	$ 5.65	$ 84,750.00	$ 8.00	$ 120,000.00	NO BID		NO BID		$ 3.70	$ 55,500.00
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	15,000	$ 7.20	$ 108,000.00	$ 9.65	$ 144,750.00	NO BID		NO BID		$ 4.60	$ 69,000.00
	Milling over 25,000 Square Yards												
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	56,000	$ 3.65	$ 204,400.00	$ 4.10	$ 229,600.00	NO BID		NO BID		$ 1.30	$ 72,800.00
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	56,000	$ 3.80	$ 212,800.00	$ 4.90	$ 274,400.00	NO BID		NO BID		$ 1.90	$ 106,400.00
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	56,000	$ 4.20	$ 235,200.00	$ 5.70	$ 319,200.00	NO BID		NO BID		$ 2.20	$ 123,200.00
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	56,000	$ 4.60	$ 257,600.00	$ 6.50	$ 364,000.00	NO BID		NO BID		$ 2.70	$ 151,200.00
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	56,000	$ 5.05	$ 282,800.00	$ 7.30	$ 408,800.00	NO BID		NO BID		$ 3.20	$ 179,200.00
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	56,000	$ 6.25	$ 350,000.00	$ 9.65	$ 540,400.00	NO BID		NO BID		$ 4.80	$ 268,800.00
	Asphalt Types from 0 to 100 Tons												
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 786.50	$ 78,650.00	NO BID		NO BID		$ 481.50	$ 48,150.00
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 778.00	$ 77,800.00	NO BID		NO BID		$ 474.90	$ 47,490.00
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 776.00	$ 77,600.00	NO BID		NO BID		$ 468.00	$ 46,800.00
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 772.00	$ 77,200.00	NO BID		NO BID		$ 456.80	$ 45,680.00
	Asphalt Types from 101 to 1,000 Tons												
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	$ 204.75	$ 204,750.00	$ 310.00	$ 310,000.00	NO BID		NO BID		$ 218.70	$ 218,700.00
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	$ 204.75	$ 204,750.00	$ 302.00	$ 302,000.00	NO BID		NO BID		$ 212.10	$ 212,100.00
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	1,000	$ 185.50	$ 185,500.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 205.30	$ 205,300.00

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	1,000	$ 185.50	$ 185,500.00	$ 296.00	$ 296,000.00	NO BID		NO BID		$ 200.00	$ 200,000.00
	Asphalt Types over 1,001 Tons												
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	$ 191.25	$ 956,250.00	$ 244.80	$ 1,224,000.00	NO BID		NO BID		$ 204.30	$ 1,021,500.00
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	$ 191.25	$ 956,250.00	$ 236.70	$ 1,183,500.00	NO BID		NO BID		$ 192.70	$ 963,500.00
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	5,000	$ 171.95	$ 859,750.00	$ 234.45	$ 1,172,250.00	NO BID		NO BID		$ 189.10	$ 945,500.00
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	5,000	$ 171.95	$ 859,750.00	$ 230.70	$ 1,153,500.00	NO BID		NO BID		$ 179.20	$ 896,000.00
	Asphalt Types from 0 to 100 Tons												
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 755.00	$ 75,500.00	NO BID		NO BID		$ 320.00	$ 32,000.00
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 750.00	$ 75,000.00	NO BID		NO BID		$ 313.20	$ 31,320.00
	Asphalt Types from 101 to 1,000 Tons												
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	$ 206.75	$ 206,750.00	$ 303.70	$ 303,700.00	NO BID		NO BID		$ 216.30	$ 216,300.00
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	$ 206.75	$ 206,750.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 210.30	$ 210,300.00
	Asphalt Types over 1,001 Tons												
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	$ 193.25	$ 966,250.00	$ 241.30	$ 1,206,500.00	NO BID		NO BID		$ 202.90	$ 1,014,500.00
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	$ 193.25	$ 966,250.00	$ 233.45	$ 1,167,250.00	NO BID		NO BID		$ 191.40	$ 957,000.00
	Full Depth Reclamation (FDR)												
CC-008-1	Excavation for Widening or Unsuitable Material	CY	3,500	$ 47.00	$ 164,500.00	$ 45.65	$ 159,775.00	NO BID		NO BID		$ 11.90	$ 41,650.00
CC-008-2	Added RAP or Aggregate	Ton	500	$ 40.00	$ 20,000.00	$ 42.19	$ 21,095.00	NO BID		NO BID		$ 23.70	$ 11,850.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards												
CC-008-3	Pulverization	Sq Yd	7,000	$ 11.95	$ 83,650.00	$ 14.06	$ 98,420.00	NO BID		NO BID		$ 14.30	$ 100,100.00
CC-008-4	Portland Cement	Ton	150	$ 235.00	$ 35,250.00	$ 276.47	$ 41,470.50	NO BID		NO BID		$ 280.90	$ 42,135.00
CC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	10,000	$ 5.40	$ 54,000.00	$ 6.35	$ 63,500.00	NO BID		NO BID		$ 6.50	$ 65,000.00
CC-008-6	Asphaltic Emulsion	Gallon	20,000	$ 3.15	$ 63,000.00	$ 3.71	$ 74,200.00	NO BID		NO BID		$ 3.80	$ 76,000.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards												
CC-008-7	Pulverization	Sq Yd	30,000	$ 10.05	$ 301,500.00	$ 11.82	$ 354,600.00	NO BID		NO BID		$ 12.10	$ 363,000.00
CC-008-8	Portland Cement	Ton	350	$ 235.00	$ 82,250.00	$ 276.47	$ 96,764.50	NO BID		NO BID		$ 280.90	$ 98,315.00
CC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	40,000	$ 5.40	$ 216,000.00	$ 6.35	$ 254,000.00	NO BID		NO BID		$ 6.50	$ 260,000.00
CC-008-10	Asphaltic Emulsion	Gallon	55,000	$ 3.15	$ 173,250.00	$ 3.71	$ 204,050.00	NO BID		NO BID		$ 3.80	$ 209,000.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards												
CC-008-11	Pulverization	Sq Yd	56,000	$ 7.95	$ 445,200.00	$ 9.35	$ 523,600.00	NO BID		NO BID		$ 9.60	$ 537,600.00
CC-008-12	Cement - Cement Treatment	Ton	700	$ 235.00	$ 164,500.00	$ 276.47	$ 193,529.00	NO BID		NO BID		$ 280.90	$ 196,630.00
CC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	100,000	$ 5.40	$ 540,000.00	$ 6.35	$ 635,000.00	NO BID		NO BID		$ 6.50	$ 650,000.00
CC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	110,000	$ 3.15	$ 346,500.00	$ 3.71	$ 408,100.00	NO BID		NO BID		$ 3.80	$ 418,000.00
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 5.00	$ 2,500.00	$ 3.53	$ 1,765.00	NO BID		NO BID		$ 8.40	$ 4,200.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 6.00	$ 1,800.00	$ 8.24	$ 2,472.00	NO BID		NO BID		$ 8.40	$ 2,520.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6,000	$ 7.00	$ 42,000.00	$ 3.53	$ 21,180.00	NO BID		NO BID		$ 4.90	$ 29,400.00
577-70	SHOULDER REWORK	SY	6,000	$ 2.00	$ 12,000.00	$ 7.50	$ 45,000.00	NO BID		NO BID		$ 4.60	$ 27,600.00
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	$ 2.35	$ 1,175.00	NO BID		NO BID		$ 3.00	$ 1,500.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 275.00	$ 13,750.00	$ 497.65	$ 24,882.50	NO BID		NO BID		$ 177.80	$ 8,890.00
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	$ 316.00	$ 22,120.00	NO BID		NO BID		$ 167.30	$ 11,711.00
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	$ 185.00	$ 25,900.00	NO BID		NO BID		$ 139.90	$ 19,586.00
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	$ 185.00	$ 38,850.00	NO BID		NO BID		$ 118.40	$ 24,864.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	$ 455.00	$ 22,750.00	NO BID		NO BID		$ 191.20	$ 9,560.00
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	$ 277.00	$ 27,700.00	NO BID		NO BID		$ 163.80	$ 16,380.00
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	$ 286.00	$ 42,900.00	NO BID		NO BID		$ 142.30	$ 21,345.00
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	$ 154.05	$ 15,405.00	NO BID		NO BID		$ 53.80	$ 5,380.00
706	**REFLECTIVE PAVEMENT MARKERS**												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	$ 2.00	$ 700.00	NO BID		NO BID		$ 2.40	$ 840.00
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	$ 4.50	$ 22.50	NO BID		NO BID		$ 4.80	$ 24.00
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	$ 4.50	$ 135.00	NO BID		NO BID		$ 4.80	$ 144.00
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,352.00	$ 2,352.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-122	Standard, White, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-123	Standard, White, Solid 12"	LF	100	$ 5.75	$ 575.00	$ 2.35	$ 235.00	NO BID		NO BID		$ 1.00	$ 100.00
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00
710-11-125	Standard, White, Solid 24"	LF	250	$ 11.50	$ 2,875.00	$ 2.59	$ 647.50	NO BID		NO BID		$ 2.40	$ 600.00
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	$ 1.18	$ 35.40	NO BID		NO BID		$ 0.40	$ 12.00
710-11-160	Standard, White, Message	EA	15	$ 109.25	$ 1,638.75	$ 55.00	$ 825.00	NO BID		NO BID		$ 59.80	$ 897.00
710-11-170	Standard, White, Arrows	EA	10	$ 103.20	$ 1,032.00	$ 55.00	$ 550.00	NO BID		NO BID		$ 35.90	$ 359.00
710-11-180	Standard, White, Yield Line	LF	20	$ 11.50	$ 230.00	$ 11.76	$ 235.20	NO BID		NO BID		$ 12.00	$ 240.00
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,352.00	$ 2,352.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-222	Standard, Yellow, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-223	Standard, Yellow, Solid 12"	LF	30	$ 2.99	$ 89.70	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.00	$ 30.00
710-11-224	Standard, Yellow, Solid 18"	LF	30	$ 5.75	$ 172.50	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00
710-11-225	Standard, Yellow, Solid 24"	LF	40	$ 5.98	$ 239.20	$ 2.59	$ 103.60	NO BID		NO BID		$ 2.40	$ 96.00
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.73	$ 86.50	$ 1.18	$ 59.00	NO BID		NO BID		$ 1.20	$ 60.00
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	$ 5,520.00	$ 16,560.00	$ 2,941.00	$ 8,823.00	NO BID		NO BID		$ 2,987.50	$ 8,962.50
710-11-122	Durable, White, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-123	Durable, White, Solid 12"	LF	100	$ 6.90	$ 690.00	$ 2.94	$ 294.00	NO BID		NO BID		$ 2.00	$ 200.00
710-11-124	Durable, White, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-125	Durable, White, Solid 24"	LF	250	$ 13.80	$ 3,450.00	$ 3.18	$ 795.00	NO BID		NO BID		$ 3.90	$ 975.00
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 2,300.00	$ 882.00	$ 882.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	$ 1.76	$ 52.80	NO BID		NO BID		$ 0.50	$ 15.00
710-11-160	Durable, White, Message	EA	15	$ 161.00	$ 2,415.00	$ 70.00	$ 1,050.00	NO BID		NO BID		$ 119.50	$ 1,792.50
710-11-170	Durable, White, Arrows	EA	10	$ 149.50	$ 1,495.00	$ 70.00	$ 700.00	NO BID		NO BID		$ 71.70	$ 717.00
710-11-180	Durable, White, Yield Line	LF	20	$ 16.10	$ 322.00	$ 14.12	$ 282.40	NO BID		NO BID		$ 23.90	$ 478.00
710-11-211	Durable, Yellow, Solid 6"	NM	2	$ 5,520.00	$ 11,040.00	$ 2,941.00	$ 5,882.00	NO BID		NO BID		$ 2,987.50	$ 5,975.00
710-11-222	Durable, Yellow, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-223	Durable, Yellow, Solid 12"	LF	30	$ 4.14	$ 124.20	$ 2.94	$ 88.20	NO BID		NO BID		$ 2.00	$ 60.00
710-11-224	Durable, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-225	Durable, Yellow, Solid 24"	LF	40	$ 8.28	$ 331.20	$ 3.18	$ 127.20	NO BID		NO BID		$ 3.90	$ 156.00
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 2,070.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.42	$ 121.00	$ 1.76	$ 88.00	NO BID		NO BID		$ 0.50	$ 25.00
	THERMOPLASTIC PAVEMENT MARKINGS (711)												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	$ 6,470.00	$ 12,940.00	NO BID		NO BID		$ 8,365.00	$ 16,730.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	$ 4.12	$ 412.00	NO BID		NO BID		$ 4.80	$ 480.00
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	$ 8.24	$ 824.00	NO BID		NO BID		$ 9.60	$ 960.00
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.20	$ 36.00
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	$ 140.00	$ 2,100.00	NO BID		NO BID		$ 239.00	$ 3,585.00
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	$ 110.00	$ 1,100.00	NO BID		NO BID		$ 95.60	$ 956.00
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	$ 23.53	$ 470.60	NO BID		NO BID		$ 19.20	$ 384.00

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	$ 6,470.00	$ 6,470.00	NO BID		NO BID		$ 8,365.00	$ 8,365.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	$ 4.12	$ 123.60	NO BID		NO BID		$ 4.80	$ 144.00
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	$ 8.24	$ 329.60	NO BID		NO BID		$ 9.60	$ 384.00
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	$ 2.35	$ 117.50	NO BID		NO BID		$ 1.20	$ 60.00
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 7,500.00	$ 7,500.00	$ 19,000.00	$ 19,000.00	NO BID		NO BID		$ 16,708.50	$ 16,708.50
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 8,500.00	$ 8,500.00	$ 28,000.00	$ 28,000.00	NO BID		NO BID		$ 22,278.00	$ 22,278.00
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 10,000.00	$ 10,000.00	$ 44,000.00	$ 44,000.00	NO BID		NO BID		$ 34,365.00	$ 34,365.00
101-1d	Work Order Total Over $500,000	LS	1	$ 12,000.00	$ 12,000.00	$ 82,000.00	$ 82,000.00	NO BID		NO BID		$ 70,507.50	$ 70,507.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	$ 7,500.00	$ 7,500.00	$ 7,590.00	$ 7,590.00	NO BID		NO BID		$ 9,560.00	$ 9,560.00
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 4,500.00	$ 135,000.00	$ 4,000.00	$ 120,000.00	NO BID		NO BID		$ 7,256.40	$ 217,692.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 85.00	$ 2,550.00	$ 290.00	$ 8,700.00	NO BID		NO BID		$ 59.30	$ 1,779.00
FDR w/ EMULSION & CEMENT SECTION TOTAL:					**$ 13,897,391.80**		**$ 17,275,735.20**		**$ -**		**$ -**		**$ 12,846,462.00**

Detailed Tabulation - CIP Recycling
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CIP RECYCLING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	EXCAVATION,EMBANKMENT & ROADWAY												
120-1	Excavation Regular	CY	1,500	$ 47.00	$ 70,500.00	$ 45.00	$ 67,500.00	NO BID		NO BID		$ 9.90	$ 14,850.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 43.00	$ 107,500.00	$ 47.00	$ 117,500.00	NO BID		NO BID		$ 37.10	$ 92,750.00
	Optional Base Group 01												
285-701a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 71.00	$ 17,750.00	NO BID		NO BID		$ 53.60	$ 13,400.00
285-701b	251 - 1000 square yards	SY	1,000	$ 82.80	$ 82,800.00	$ 40.00	$ 40,000.00	NO BID		NO BID		$ 27.20	$ 27,200.00
285-701c	Over 1000 square yards	SY	3,000	$ 76.25	$ 228,750.00	$ 17.50	$ 52,500.00	NO BID		NO BID		$ 24.10	$ 72,300.00
	Optional Base Group 04												
285-704a	0 - 250 Square Yards	SY	250	$ 190.50	$ 47,625.00	$ 75.00	$ 18,750.00	NO BID		NO BID		$ 56.20	$ 14,050.00
285-704b	251 - 1000 square yards	SY	1,000	$ 82.80	$ 82,800.00	$ 45.90	$ 45,900.00	NO BID		NO BID		$ 28.50	$ 28,500.00
285-704c	Over 1000 square yards	SY	3,000	$ 76.25	$ 228,750.00	$ 24.10	$ 72,300.00	NO BID		NO BID		$ 26.90	$ 80,700.00
	Optional Base Group 06												
285-706a	0 - 250 Square Yards	SY	250	$ 203.50	$ 50,875.00	$ 79.30	$ 19,825.00	NO BID		NO BID		$ 60.30	$ 15,075.00
285-706b	251 - 1000 square yards	SY	1,000	$ 90.80	$ 90,800.00	$ 50.05	$ 50,050.00	NO BID		NO BID		$ 33.30	$ 33,300.00
285-706c	Over 1000 square yards	SY	3,000	$ 84.25	$ 252,750.00	$ 27.45	$ 82,350.00	NO BID		NO BID		$ 31.70	$ 95,100.00
	Milling from 0 to 1,000 Square Yards												
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1,000	$ 15.00	$ 15,000.00	$ 25.44	$ 25,440.00	NO BID		NO BID		$ 7.60	$ 7,600.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	1,000	$ 15.50	$ 15,500.00	$ 27.20	$ 27,200.00	NO BID		NO BID		$ 8.10	$ 8,100.00
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	1,000	$ 17.75	$ 17,750.00	$ 29.00	$ 29,000.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	1,000	$ 20.00	$ 20,000.00	$ 30.70	$ 30,700.00	NO BID		NO BID		$ 8.20	$ 8,200.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	1,000	$ 22.50	$ 22,500.00	$ 32.45	$ 32,450.00	NO BID		NO BID		$ 8.60	$ 8,600.00
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	1,000	$ 24.50	$ 24,500.00	$ 35.95	$ 35,950.00	NO BID		NO BID		$ 8.80	$ 8,800.00
	Milling from 1,001 to 5,000 Square Yards												
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	5,000	$ 6.90	$ 34,500.00	$ 14.50	$ 72,500.00	NO BID		NO BID		$ 3.30	$ 16,500.00
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	5,000	$ 6.95	$ 34,750.00	$ 16.25	$ 81,250.00	NO BID		NO BID		$ 3.60	$ 18,000.00
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	5,000	$ 7.70	$ 38,500.00	$ 18.00	$ 90,000.00	NO BID		NO BID		$ 3.80	$ 19,000.00
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	5,000	$ 8.20	$ 41,000.00	$ 19.75	$ 98,750.00	NO BID		NO BID		$ 4.00	$ 20,000.00
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	5,000	$ 8.45	$ 42,250.00	$ 21.50	$ 107,500.00	NO BID		NO BID		$ 4.60	$ 23,000.00
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	5,000	$ 8.95	$ 44,750.00	$ 24.95	$ 124,750.00	NO BID		NO BID		$ 5.50	$ 27,500.00
	Milling from 5,001 to 25,000 Square Yards												
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	15,000	$ 4.10	$ 61,500.00	$ 5.00	$ 75,000.00	NO BID		NO BID		$ 1.90	$ 28,500.00
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	15,000	$ 4.25	$ 63,750.00	$ 5.60	$ 84,000.00	NO BID		NO BID		$ 2.20	$ 33,000.00
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	15,000	$ 4.60	$ 69,000.00	$ 6.40	$ 96,000.00	NO BID		NO BID		$ 2.80	$ 42,000.00
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	15,000	$ 5.05	$ 75,750.00	$ 7.20	$ 108,000.00	NO BID		NO BID		$ 3.20	$ 48,000.00
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	15,000	$ 5.65	$ 84,750.00	$ 8.00	$ 120,000.00	NO BID		NO BID		$ 3.70	$ 55,500.00
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	15,000	$ 7.20	$ 108,000.00	$ 9.65	$ 144,750.00	NO BID		NO BID		$ 4.60	$ 69,000.00
	Milling over 25,000 Square Yards												
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	56,000	$ 3.65	$ 204,400.00	$ 4.10	$ 229,600.00	NO BID		NO BID		$ 1.30	$ 72,800.00
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	56,000	$ 3.80	$ 212,800.00	$ 4.90	$ 274,400.00	NO BID		NO BID		$ 1.90	$ 106,400.00
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	56,000	$ 4.20	$ 235,200.00	$ 5.70	$ 319,200.00	NO BID		NO BID		$ 2.20	$ 123,200.00
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	56,000	$ 4.60	$ 257,600.00	$ 6.50	$ 364,000.00	NO BID		NO BID		$ 2.70	$ 151,200.00
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	56,000	$ 5.05	$ 282,800.00	$ 7.30	$ 408,800.00	NO BID		NO BID		$ 3.20	$ 179,200.00
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	56,000	$ 6.25	$ 350,000.00	$ 9.65	$ 540,400.00	NO BID		NO BID		$ 4.80	$ 268,800.00
	Asphalt Types from 0 to 100 Tons												
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 786.50	$ 78,650.00	NO BID		NO BID		$ 481.50	$ 48,150.00
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 348.25	$ 34,825.00	$ 778.00	$ 77,800.00	NO BID		NO BID		$ 474.90	$ 47,490.00
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 776.00	$ 77,600.00	NO BID		NO BID		$ 468.00	$ 46,800.00
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	100	$ 325.75	$ 32,575.00	$ 772.00	$ 77,200.00	NO BID		NO BID		$ 456.80	$ 45,680.00
	Asphalt Types from 101 to 1,000 Tons												
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	$ 204.75	$ 204,750.00	$ 310.00	$ 310,000.00	NO BID		NO BID		$ 218.70	$ 218,700.00
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	$ 204.75	$ 204,750.00	$ 302.00	$ 302,000.00	NO BID		NO BID		$ 212.10	$ 212,100.00
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	1,000	$ 185.50	$ 185,500.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 205.30	$ 205,300.00
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	1,000	$ 185.50	$ 185,500.00	$ 296.00	$ 296,000.00	NO BID		NO BID		$ 200.00	$ 200,000.00
	Asphalt Types over 1,001 Tons												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CIP RECYCLING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	$ 191.25	$ 956,250.00	$ 244.80	$ 1,224,000.00	NO BID		NO BID		$ 204.30	$ 1,021,500.00
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	$ 191.25	$ 956,250.00	$ 236.70	$ 1,183,500.00	NO BID		NO BID		$ 192.70	$ 963,500.00
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	5,000	$ 171.95	$ 859,750.00	$ 234.45	$ 1,172,250.00	NO BID		NO BID		$ 189.10	$ 945,500.00
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	5,000	$ 171.95	$ 859,750.00	$ 230.70	$ 1,153,500.00	NO BID		NO BID		$ 179.20	$ 896,000.00
	Asphalt Types from 0 to 100 Tons												
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 755.00	$ 75,500.00	NO BID		NO BID		$ 320.00	$ 32,000.00
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	$ 350.25	$ 35,025.00	$ 750.00	$ 75,000.00	NO BID		NO BID		$ 313.20	$ 31,320.00
	Asphalt Types from 101 to 1,000 Tons												
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	$ 206.75	$ 206,750.00	$ 303.70	$ 303,700.00	NO BID		NO BID		$ 216.30	$ 216,300.00
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	$ 206.75	$ 206,750.00	$ 300.00	$ 300,000.00	NO BID		NO BID		$ 210.30	$ 210,300.00
	Asphalt Types over 1,001 Tons												
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	$ 193.25	$ 966,250.00	$ 241.30	$ 1,206,500.00	NO BID		NO BID		$ 202.90	$ 1,014,500.00
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	$ 193.25	$ 966,250.00	$ 233.45	$ 1,167,250.00	NO BID		NO BID		$ 191.40	$ 957,000.00
	Cold-in-Place Recycling (CIP)												
CC-009-1	Excavation for Widening or Unsuitable Material	CY	1,200	$ 47.00	$ 56,400.00	$ 44.04	$ 52,848.00	NO BID		NO BID		$ 11.90	$ 14,280.00
CC-009-2	Added RAP	Ton	500	$ 40.00	$ 20,000.00	$ 42.19	$ 21,095.00	NO BID		NO BID		$ 23.70	$ 11,850.00
CC-009-3	Added Aggregate	Ton	500	$ 40.00	$ 20,000.00	$ 39.67	$ 19,835.00	NO BID		NO BID		$ 23.70	$ 11,850.00
	CIP from 0 to 25,000 Square Yards												
CC-009-4	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	10,500	$ 14.99	$ 157,395.00	$ 17.64	$ 185,220.00	NO BID		NO BID		$ 18.00	$ 189,000.00
CC-009-5	Asphalt Emulsion	Gal	21,000	$ 3.15	$ 66,150.00	$ 4.88	$ 102,480.00	NO BID		NO BID		$ 3.80	$ 79,800.00
CC-009-6	Portland Cement	Ton	150	$ 235.00	$ 35,250.00	$ 276.47	$ 41,470.50	NO BID		NO BID		$ 280.90	$ 42,135.00
	CIP from 25,001 to 50,000 Square Yards												
CC-009-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	30,000	$ 12.05	$ 361,500.00	$ 14.18	$ 425,400.00	NO BID		NO BID		$ 14.40	$ 432,000.00
CC-009-8	Asphalt Emulsion	Gal	56,000	$ 3.15	$ 176,400.00	$ 3.71	$ 207,760.00	NO BID		NO BID		$ 3.80	$ 212,800.00
CC-009-9	Portland Cement	Ton	350	$ 235.00	$ 82,250.00	$ 276.47	$ 96,764.50	NO BID		NO BID		$ 280.90	$ 98,315.00
	CIP over 50,000 Square Yards												
CC-009-10	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	56,000	$ 11.25	$ 630,000.00	$ 13.24	$ 741,440.00	NO BID		NO BID		$ 13.50	$ 756,000.00
CC-009-11	Asphalt Emulsion	Gal	110,000	$ 3.15	$ 346,500.00	$ 3.71	$ 408,100.00	NO BID		NO BID		$ 3.80	$ 418,000.00
CC-009-12	Portland Cement	Ton	750	$ 235.00	$ 176,250.00	$ 276.47	$ 207,352.50	NO BID		NO BID		$ 280.90	$ 210,675.00
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	$ 3.53	$ 529.50	NO BID		NO BID		$ 8.40	$ 1,260.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	$ 8.24	$ 1,236.00	NO BID		NO BID		$ 8.40	$ 1,260.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	$ 3.53	$ 12,355.00	NO BID		NO BID		$ 4.90	$ 17,150.00
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	$ 7.50	$ 26,250.00	NO BID		NO BID		$ 4.60	$ 16,100.00
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	$ 2.35	$ 1,175.00	NO BID		NO BID		$ 3.00	$ 1,500.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	$ 497.65	$ 2,488.25	NO BID		NO BID		$ 177.80	$ 889.00
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	$ 316.00	$ 22,120.00	NO BID		NO BID		$ 167.30	$ 11,711.00
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	$ 185.00	$ 25,900.00	NO BID		NO BID		$ 139.90	$ 19,586.00
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	$ 185.00	$ 38,850.00	NO BID		NO BID		$ 118.40	$ 24,864.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	$ 455.00	$ 22,750.00	NO BID		NO BID		$ 191.20	$ 9,560.00
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	$ 277.00	$ 27,700.00	NO BID		NO BID		$ 163.80	$ 16,380.00
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	$ 286.00	$ 42,900.00	NO BID		NO BID		$ 142.30	$ 21,345.00
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	$ 154.05	$ 15,405.00	NO BID		NO BID		$ 53.80	$ 5,380.00
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	$ 1.73	$ 605.50	$ 2.00	$ 700.00	NO BID		NO BID		$ 2.40	$ 840.00
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	$ 7.36	$ 2,576.00	$ 4.50	$ 1,575.00	NO BID		NO BID		$ 4.80	$ 1,680.00

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CIP RECYCLING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	$ 4.50	$ 22.50	NO BID		NO BID		$ 4.80	$ 24.00
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	$ 4.50	$ 135.00	NO BID		NO BID		$ 4.80	$ 144.00
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,532.00	$ 2,532.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-122	Standard, White, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-123	Standard, White, Solid 12"	LF	100	$ 5.75	$ 575.00	$ 2.35	$ 235.00	NO BID		NO BID		$ 1.00	$ 100.00
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00
710-11-125	Standard, White, Solid 24"	LF	250	$ 11.50	$ 2,875.00	$ 2.59	$ 647.50	NO BID		NO BID		$ 2.40	$ 600.00
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	$ 1.18	$ 35.40	NO BID		NO BID		$ 0.40	$ 12.00
710-11-160	Standard, White, Message	EA	15	$ 109.25	$ 1,638.75	$ 55.00	$ 825.00	NO BID		NO BID		$ 59.80	$ 897.00
710-11-170	Standard, White, Arrows	EA	10	$ 103.20	$ 1,032.00	$ 55.00	$ 550.00	NO BID		NO BID		$ 35.90	$ 359.00
710-11-180	Standard, White, Yield Line	LF	20	$ 11.50	$ 230.00	$ 11.76	$ 235.20	NO BID		NO BID		$ 12.00	$ 240.00
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	$ 2,352.00	$ 2,352.00	NO BID		NO BID		$ 1,434.00	$ 1,434.00
710-11-222	Standard, Yellow, Solid 8"	LF	30	$ 1.73	$ 51.90	$ 0.59	$ 17.70	NO BID		NO BID		$ 0.80	$ 24.00
710-11-223	Standard, Yellow, Solid 12"	LF	30	$ 2.99	$ 89.70	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.00	$ 30.00
710-11-224	Standard, Yellow, Solid 18"	LF	30	$ 5.75	$ 172.50	$ 2.47	$ 74.10	NO BID		NO BID		$ 1.50	$ 45.00
710-11-225	Standard, Yellow, Solid 24"	LF	40	$ 5.98	$ 239.20	$ 2.59	$ 103.60	NO BID		NO BID		$ 2.40	$ 96.00
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 597.50	$ 597.50
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.73	$ 86.50	$ 1.18	$ 59.00	NO BID		NO BID		$ 1.20	$ 60.00
	Durable Pavement Markings												
710-11-111	Durable, White, Solid 6"	NM	3	$ 5,520.00	$ 16,560.00	$ 2,941.00	$ 8,823.00	NO BID		NO BID		$ 2,987.50	$ 8,962.50
710-11-122	Durable, White, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-123	Durable, White, Solid 12"	LF	100	$ 6.90	$ 690.00	$ 2.94	$ 294.00	NO BID		NO BID		$ 2.00	$ 200.00
710-11-124	Durable, White, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-125	Durable, White, Solid 24"	LF	250	$ 13.80	$ 3,450.00	$ 3.18	$ 795.00	NO BID		NO BID		$ 3.90	$ 975.00
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 2,300.00	$ 882.00	$ 882.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	$ 1.76	$ 52.80	NO BID		NO BID		$ 0.50	$ 15.00
710-11-160	Durable, White, Message	EA	15	$ 161.00	$ 2,415.00	$ 70.00	$ 1,050.00	NO BID		NO BID		$ 119.50	$ 1,792.50
710-11-170	Durable, White, Arrows	EA	10	$ 149.50	$ 1,495.00	$ 70.00	$ 700.00	NO BID		NO BID		$ 71.70	$ 717.00
710-11-180	Durable, White, Yield Line	LF	20	$ 16.10	$ 322.00	$ 14.12	$ 282.40	NO BID		NO BID		$ 23.90	$ 478.00
710-11-211	Durable, Yellow, Solid 6"	NM	2	$ 5,520.00	$ 11,040.00	$ 2,941.00	$ 5,882.00	NO BID		NO BID		$ 2,987.50	$ 5,975.00
710-11-222	Durable, Yellow, Solid 8"	LF	30	$ 2.42	$ 72.60	$ 0.76	$ 22.80	NO BID		NO BID		$ 1.50	$ 45.00
710-11-223	Durable, Yellow, Solid 12"	LF	30	$ 4.14	$ 124.20	$ 2.94	$ 88.20	NO BID		NO BID		$ 2.00	$ 60.00
710-11-224	Durable, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 3.06	$ 91.80	NO BID		NO BID		$ 2.90	$ 87.00
710-11-225	Durable, Yellow, Solid 24"	LF	40	$ 8.28	$ 331.20	$ 3.18	$ 127.20	NO BID		NO BID		$ 3.90	$ 156.00
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 2,070.00	$ 705.00	$ 705.00	NO BID		NO BID		$ 1,195.00	$ 1,195.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.42	$ 121.00	$ 1.76	$ 88.00	NO BID		NO BID		$ 0.50	$ 25.00
	Thermoplastic Pavement Markings (711)												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	$ 6,470.00	$ 12,940.00	NO BID		NO BID		$ 8,365.00	$ 16,730.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	$ 4.12	$ 412.00	NO BID		NO BID		$ 4.80	$ 480.00
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	$ 8.24	$ 824.00	NO BID		NO BID		$ 9.60	$ 960.00
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	$ 2.35	$ 70.50	NO BID		NO BID		$ 1.20	$ 36.00
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	$ 140.00	$ 2,100.00	NO BID		NO BID		$ 239.00	$ 3,585.00
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	$ 110.00	$ 1,100.00	NO BID		NO BID		$ 95.60	$ 956.00
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	$ 23.53	$ 470.60	NO BID		NO BID		$ 19.20	$ 384.00
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	$ 6,470.00	$ 6,470.00	NO BID		NO BID		$ 8,365.00	$ 8,365.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	$ 1.65	$ 49.50	NO BID		NO BID		$ 2.40	$ 72.00
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	$ 4.12	$ 123.60	NO BID		NO BID		$ 4.80	$ 144.00
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	$ 6.18	$ 185.40	NO BID		NO BID		$ 7.20	$ 216.00
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	$ 8.24	$ 329.60	NO BID		NO BID		$ 9.60	$ 384.00
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	$ 1,617.00	$ 1,617.00	NO BID		NO BID		$ 2,629.00	$ 2,629.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	$ 2.35	$ 117.50	NO BID		NO BID		$ 1.20	$ 60.00
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 8,000.00	$ 8,000.00	$ 19,900.00	$ 19,900.00	NO BID		NO BID		$ 16,708.50	$ 16,708.50
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 9,000.00	$ 9,000.00	$ 29,300.00	$ 29,300.00	NO BID		NO BID		$ 22,278.00	$ 22,278.00
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 11,000.00	$ 11,000.00	$ 45,122.00	$ 45,122.00	NO BID		NO BID		$ 34,365.00	$ 34,365.00

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CIP RECYCLING													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
101-1d	Work Order Total Over $500,000	LS	1	$ 12,000.00	$ 12,000.00	$ 82,542.00	$ 82,542.00	NO BID		NO BID		$ 70,507.50	$ 70,507.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	$ 7,500.00	$ 7,500.00	$ 7,590.00	$ 7,590.00	NO BID		NO BID		$ 9,560.00	$ 9,560.00
	Maintenance of Traffic (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	##########	$ 135,000.00	$4,000.00	$ 120,000.00	NO BID		NO BID		$ 7,256.40	$ 217,692.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 85.00	$ 2,550.00	$ 290.00	$ 8,700.00	NO BID		NO BID		$ 59.30	$ 1,779.00
TOTAL COLD IN PLACE RECYCLING (CIP) SECTION:					**$ 13,300,361.80**		**$ 16,608,999.95**		**$ -**		**$ -**		**$ 12,217,936.00**

Detailed Tabulation - Cape Seal
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CAPE SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	CHIP SEAL (SINGLE APPLICATION)												
CC-001-1a	0 - 25,000	SY	11,800	$ 4.66	$ 54,988.00	NO BID		NO BID		NO BID		NO BID	
CC-001-1b	25,001 - 50,000	SY	35,000	$ 3.45	$ 120,750.00	NO BID		NO BID		NO BID		NO BID	
CC-001-1c	50,001 AND OVER	SY	60,000	$ 3.25	$ 195,000.00	NO BID		NO BID		NO BID		NO BID	
	CHIP SEAL (DOUBLE APPLICATION)												
CC-001-2a	0 - 25,000	SY	11,800	$ 6.49	$ 76,582.00	NO BID		NO BID		NO BID		NO BID	
CC-001-2b	25,001 - 50,000	SY	35,000	$ 5.99	$ 209,650.00	NO BID		NO BID		NO BID		NO BID	
CC-001-2c	50,001 AND OVER	SY	60,000	$ 5.75	$ 345,000.00	NO BID		NO BID		NO BID		NO BID	
	DOUBLE MICRO												
CC-002-1d	0 - 25,000	SY	15,000	$ 7.07	$ 106,050.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1e	25,001 - 50,000	SY	30,000	$ 6.30	$ 189,000.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1f	50,001 AND OVER	SY	60,000	$ 5.94	$ 356,400.00	NO BID		NO BID		NO BID		NO BID	
CC-002-1g	RUT FILL	TON	500	$ 225.00	$ 112,500.00	NO BID		NO BID		NO BID		NO BID	
	Silica Sand	SY	60,000	$ 0.20	$ 12,000.00	NO BID		NO BID		NO BID		NO BID	
	CRACK FILLING/SEALING												
CC-003-1	0 - 500	GAL	450	$ 36.00	$ 16,200.00	NO BID		NO BID		NO BID		NO BID	
CC-003-2	501 - 1,000	GAL	850	$ 34.00	$ 28,900.00	NO BID		NO BID		NO BID		NO BID	
CC-003-3	1,001 - 5,000	GAL	2,150	$ 32.00	$ 68,800.00	NO BID		NO BID		NO BID		NO BID	
CC-003-4	5,001 AND OVER	GAL	6,000	$ 30.00	$ 180,000.00	NO BID		NO BID		NO BID		NO BID	
	STRIPING AND PAVEMENT MARKING REMOVAL												
711-4a	REMOVAL BY WATER BLASTING	SF	2,640	$ 3.45	$ 9,108.00	NO BID		NO BID		NO BID		NO BID	
711-4b	REMOVAL BY GRINDING	SF	2,640	$ 3.68	$ 9,715.20	NO BID		NO BID		NO BID		NO BID	
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1,200	$ 1.73	$ 2,076.00	NO BID		NO BID		NO BID		NO BID	
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1,200	$ 7.36	$ 8,832.00	NO BID		NO BID		NO BID		NO BID	
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 7.36	$ 220.80	NO BID		NO BID		NO BID		NO BID	
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	$ 28.75	$ 143.75	NO BID		NO BID		NO BID		NO BID	
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 11.50	$ 345.00	NO BID		NO BID		NO BID		NO BID	
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Standard, White, Solid 8"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-123	Standard, White, Solid 12"	LF	100	$ 5.75	$ 575.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Standard, White, Solid 18"	LF	30	$ 6.90	$ 207.00	NO BID		NO BID		NO BID		NO BID	
710-11-125	Standard, White, Solid 24"	LF	250	$ 11.50	$ 2,875.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Standard, White Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-160	Standard, White, Message	EA	15	$ 109.25	$ 1,638.75	NO BID		NO BID		NO BID		NO BID	
710-11-170	Standard, White, Arrows	EA	10	$ 103.20	$ 1,032.00	NO BID		NO BID		NO BID		NO BID	
710-11-180	Standard, White, Yield Line	LF	20	$ 11.50	$ 230.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Standard, Yellow, Solid 6"	NM	1	$ 4,830.00	$ 4,830.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Standard, Yellow, Solid 8"	LF	30	$ 1.73	$ 51.90	NO BID		NO BID		NO BID		NO BID	
710-11-223	Standard, Yellow, Solid 12"	LF	30	$ 2.99	$ 89.70	NO BID		NO BID		NO BID		NO BID	
710-11-224	Standard, Yellow, Solid 18"	LF	30	$ 5.75	$ 172.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Standard, Yellow, Solid 24"	LF	40	$ 5.98	$ 239.20	NO BID		NO BID		NO BID		NO BID	
710-11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,840.00	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CAPE SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.73	$ 86.50	NO BID		NO BID		NO BID		NO BID	
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	$ 5,520.00	$ 16,560.00	NO BID		NO BID		NO BID		NO BID	
710-11-122	Durable, White, Solid 8"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-123	Durable, White, Solid 12"	LF	100	$ 6.90	$ 690.00	NO BID		NO BID		NO BID		NO BID	
710-11-124	Durable, White, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
710-11-125	Durable, White, Solid 24"	LF	250	$ 13.80	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
710-11-131	Durable, White Skip 6"	GM	1	$ 2,300.00	$ 2,300.00	NO BID		NO BID		NO BID		NO BID	
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-160	Durable, White, Message	EA	15	$ 161.00	$ 2,415.00	NO BID		NO BID		NO BID		NO BID	
710-11-170	Durable, White, Arrows	EA	10	$ 149.50	$ 1,495.00	NO BID		NO BID		NO BID		NO BID	
710-11-180	Durable, White, Yield Line	LF	20	$ 16.10	$ 322.00	NO BID		NO BID		NO BID		NO BID	
710-11-211	Durable, Yellow, Solid 6"	NM	2	$ 5,520.00	$ 11,040.00	NO BID		NO BID		NO BID		NO BID	
710-11-222	Durable, Yellow, Solid 8"	LF	30	$ 2.42	$ 72.60	NO BID		NO BID		NO BID		NO BID	
710-11-223	Durable, Yellow, Solid 12"	LF	30	$ 4.14	$ 124.20	NO BID		NO BID		NO BID		NO BID	
710-11-224	Durable, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
710-11-225	Durable, Yellow, Solid 24"	LF	40	$ 8.28	$ 331.20	NO BID		NO BID		NO BID		NO BID	
710-11-231	Durable, Yellow, Skip 6"	GM	1	$ 2,070.00	$ 2,070.00	NO BID		NO BID		NO BID		NO BID	
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.42	$ 121.00	NO BID		NO BID		NO BID		NO BID	
	THERMOPLASTIC PAVEMENT MARKINGS												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 8,280.00	$ 16,560.00	NO BID		NO BID		NO BID		NO BID	
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 9.20	$ 920.00	NO BID		NO BID		NO BID		NO BID	
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 13.80	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 18.40	$ 1,840.00	NO BID		NO BID		NO BID		NO BID	
711-11-131	Thermo, Standard, White Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-160	Thermo, Standard, White, Message	EA	15	$ 276.00	$ 4,140.00	NO BID		NO BID		NO BID		NO BID	
711-11-170	Thermo, Standard, White, Arrows	EA	10	$ 218.50	$ 2,185.00	NO BID		NO BID		NO BID		NO BID	
711-11-180	Thermo, Standard, White, Yield Line	LF	20	$ 20.70	$ 414.00	NO BID		NO BID		NO BID		NO BID	
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 8,280.00	$ 8,280.00	NO BID		NO BID		NO BID		NO BID	
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 3.45	$ 103.50	NO BID		NO BID		NO BID		NO BID	
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 5.75	$ 172.50	NO BID		NO BID		NO BID		NO BID	
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 8.05	$ 241.50	NO BID		NO BID		NO BID		NO BID	
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 11.50	$ 460.00	NO BID		NO BID		NO BID		NO BID	
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 3,450.00	$ 3,450.00	NO BID		NO BID		NO BID		NO BID	
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 3.45	$ 172.50	NO BID		NO BID		NO BID		NO BID	
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	150	$ 5.00	$ 750.00	NO BID		NO BID		NO BID		NO BID	
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	150	$ 6.00	$ 900.00	NO BID		NO BID		NO BID		NO BID	
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	3,500	$ 7.00	$ 24,500.00	NO BID		NO BID		NO BID		NO BID	
577-70	SHOULDER REWORK	SY	3,500	$ 2.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
104-10-3	SEDIMENT BARRIER	LF	500	$ 3.00	$ 1,500.00	NO BID		NO BID		NO BID		NO BID	
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	5	$ 275.00	$ 1,375.00	NO BID		NO BID		NO BID		NO BID	
	CONCRETE												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
CAPE SEAL													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	$ 300.00	$ 21,000.00	NO BID		NO BID		NO BID		NO BID	
522-1b	8.1 - 18 Cubic Yards	SY	140	$ 275.00	$ 38,500.00	NO BID		NO BID		NO BID		NO BID	
522-1c	OVER 18 Cubic Yards	SY	210	$ 250.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	$ 400.00	$ 20,000.00	NO BID		NO BID		NO BID		NO BID	
522-2b	8.1 - 18 Cubic Yards	SY	100	$ 375.00	$ 37,500.00	NO BID		NO BID		NO BID		NO BID	
522-2c	OVER 18 Cubic Yards	SY	150	$ 350.00	$ 52,500.00	NO BID		NO BID		NO BID		NO BID	
110-4-10	Removal of Existing Concrete	SY	100	$ 70.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	$ 6,000.00	$ 6,000.00	NO BID		NO BID		NO BID		NO BID	
101-1b	Work Order Total $50,001 - $100,000	LS	1	$ 7,000.00	$ 7,000.00	NO BID		NO BID		NO BID		NO BID	
101-1c	Work Order Total $100,001 - $500,000	LS	1	$ 9,000.00	$ 9,000.00	NO BID		NO BID		NO BID		NO BID	
101-1d	Work Order Total Over $500,000	LS	1	$ 10,000.00	$ 10,000.00	NO BID		NO BID		NO BID		NO BID	
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 4,500.00	$ 135,000.00	NO BID		NO BID		NO BID		NO BID	
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 85.00	$ 2,550.00	NO BID		NO BID		NO BID		NO BID	
CAPE SEAL SECTION TOTAL :					**$ 2,642,106.30**		**$ -**		**$ -**		**$ -**		**$ -**

Detailed Tabulation - Open Grade
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
OPEN GRADE													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	OPEN GRADE (PG76-22)												
CC-011-1	Open Grade (PG 76-22) from 0 to 100 Tons	Ton	100	NO BID		$ 725.00	$ 72,500.00	NO BID		$ 241.53	$ 24,153.00	$ 307.40	$ 30,740.00
CC-011-2	Open Grade (PG 76-22) from 101 to 1,000 Tons	Ton	1,000	NO BID		$ 303.00	$ 303,000.00	NO BID		$ 198.69	$ 198,690.00	$ 219.10	$ 219,100.00
CC-011-3	Open Grade (PG 76-22) over 1,001 Tons	Ton	2,500	NO BID		$ 242.45	$ 606,125.00	NO BID		$ 191.94	$ 479,850.00	$ 201.70	$ 504,250.00
	Milling from 0 to 1,000 Square Yards												
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1,000	NO BID		$ 25.44	$ 25,440.00	NO BID		$ 8.42	$ 8,420.00	$ 7.60	$ 7,600.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	1,000	NO BID		$ 27.20	$ 27,200.00	NO BID		$ 8.70	$ 8,700.00	$ 8.10	$ 8,100.00
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	1,000	NO BID		$ 29.00	$ 29,000.00	NO BID		$ 8.91	$ 8,910.00	$ 8.20	$ 8,200.00
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	1,000	NO BID		$ 30.70	$ 30,700.00	NO BID		$ 9.45	$ 9,450.00	$ 8.20	$ 8,200.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	1,000	NO BID		$ 32.45	$ 32,450.00	NO BID		$ 10.10	$ 10,100.00	$ 8.60	$ 8,600.00
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	1,000	NO BID		$ 35.95	$ 35,950.00	NO BID		$ 10.42	$ 10,420.00	$ 8.80	$ 8,800.00
	Milling from 1,001 to 5,000 Square Yards												
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	5,000	NO BID		$ 14.50	$ 72,500.00	NO BID		$ 3.14	$ 15,700.00	$ 3.30	$ 16,500.00
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	5,000	NO BID		$ 16.25	$ 81,250.00	NO BID		$ 3.44	$ 17,200.00	$ 3.60	$ 18,000.00
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	5,000	NO BID		$ 18.00	$ 90,000.00	NO BID		$ 3.74	$ 18,700.00	$ 3.80	$ 19,000.00
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	5,000	NO BID		$ 19.75	$ 98,750.00	NO BID		$ 5.66	$ 28,300.00	$ 4.00	$ 20,000.00
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	5,000	NO BID		$ 21.50	$ 107,500.00	NO BID		$ 5.92	$ 29,600.00	$ 4.60	$ 23,000.00
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	5,000	NO BID		$ 24.95	$ 124,750.00	NO BID		$ 6.77	$ 33,850.00	$ 5.50	$ 27,500.00
	Milling from 5,001 to 25,000 Square Yards												
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	15,000	NO BID		$ 5.00	$ 75,000.00	NO BID		$ 2.02	$ 30,300.00	$ 1.90	$ 28,500.00
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	15,000	NO BID		$ 5.60	$ 84,000.00	NO BID		$ 2.20	$ 33,000.00	$ 2.20	$ 33,000.00
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	15,000	NO BID		$ 6.40	$ 96,000.00	NO BID		$ 2.24	$ 33,600.00	$ 2.80	$ 42,000.00
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	15,000	NO BID		$ 7.20	$ 108,000.00	NO BID		$ 3.36	$ 50,400.00	$ 3.20	$ 48,000.00
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	15,000	NO BID		$ 8.00	$ 120,000.00	NO BID		$ 4.32	$ 64,800.00	$ 3.70	$ 55,500.00
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	15,000	NO BID		$ 9.65	$ 144,750.00	NO BID		$ 5.51	$ 82,650.00	$ 4.60	$ 69,000.00
	Milling over 25,000 Square Yards												
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	56,000	NO BID		$ 4.10	$ 229,600.00	NO BID		$ 1.83	$ 102,480.00	$ 1.30	$ 72,800.00
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	56,000	NO BID		$ 4.90	$ 274,400.00	NO BID		$ 2.22	$ 124,320.00	$ 1.90	$ 106,400.00
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	56,000	NO BID		$ 5.70	$ 319,200.00	NO BID		$ 2.64	$ 147,840.00	$ 2.20	$ 123,200.00

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OPEN GRADE													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	56,000	NO BID		$ 6.50	$ 364,000.00	NO BID		$ 3.00	$ 168,000.00	$ 2.70	$ 151,200.00
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	56,000	NO BID		$ 7.30	$ 408,800.00	NO BID		$ 3.60	$ 201,600.00	$ 3.20	$ 179,200.00
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	56,000	NO BID		$ 9.65	$ 540,400.00	NO BID		$ 4.25	$ 238,000.00	$ 4.80	$ 268,800.00
	Asphalt Types from 0 to 100 Tons												
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	NO BID		$ 786.50	$ 78,650.00	NO BID		$ 232.33	$ 23,233.00	$ 481.50	$ 48,150.00
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	NO BID		$ 778.00	$ 77,800.00	NO BID		$ 232.33	$ 23,233.00	$ 474.90	$ 47,490.00
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	100	NO BID		$ 776.00	$ 77,600.00	NO BID		$ 212.77	$ 21,277.00	$ 468.00	$ 46,800.00
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	100	NO BID		$ 772.00	$ 77,200.00	NO BID		$ 212.77	$ 21,277.00	$ 456.80	$ 45,680.00
	Asphalt Types from 101 to 1,000 Tons												
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	NO BID		$ 310.00	$ 310,000.00	NO BID		$ 195.42	$ 195,420.00	$ 218.70	$ 218,700.00
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	NO BID		$ 302.00	$ 302,000.00	NO BID		$ 195.42	$ 195,420.00	$ 212.10	$ 212,100.00
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	1,000	NO BID		$ 300.00	$ 300,000.00	NO BID		$ 175.42	$ 175,420.00	$ 205.30	$ 205,300.00
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	1,000	NO BID		$ 296.00	$ 296,000.00	NO BID		$ 175.42	$ 175,420.00	$ 200.00	$ 200,000.00
	Asphalt Types over 1,001 Tons												
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	NO BID		$ 244.80	$ 1,224,000.00	NO BID		$ 190.36	$ 951,800.00	$ 204.30	$ 1,021,500.00
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	NO BID		$ 236.70	$ 1,183,500.00	NO BID		$ 190.36	$ 951,800.00	$ 192.70	$ 963,500.00
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	5,000	NO BID		$ 234.45	$ 1,172,250.00	NO BID		$ 170.80	$ 854,000.00	$ 189.10	$ 945,500.00
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	5,000	NO BID		$ 230.70	$ 1,153,500.00	NO BID		$ 170.80	$ 854,000.00	$ 179.20	$ 896,000.00
	Asphalt Types from 0 to 100 Tons												
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	NO BID		$ 755.00	$ 75,500.00	NO BID		$ 232.33	$ 23,233.00	$ 320.00	$ 32,000.00
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	NO BID		$ 750.00	$ 75,000.00	NO BID		$ 232.33	$ 23,233.00	$ 313.20	$ 31,320.00
	Asphalt Types from 101 to 1,000 Tons												
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1,000	NO BID		$ 303.70	$ 303,700.00	NO BID		$ 195.42	$ 195,420.00	$ 216.30	$ 216,300.00
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1,000	NO BID		$ 300.00	$ 300,000.00	NO BID		$ 195.42	$ 195,420.00	$ 210.30	$ 210,300.00
	Asphalt Types over 1,001 Tons												
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5,000	NO BID		$ 241.30	$ 1,206,500.00	NO BID		$ 190.36	$ 951,800.00	$ 202.90	$ 1,014,500.00
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5,000	NO BID		$ 233.45	$ 1,167,250.00	NO BID		$ 190.36	$ 951,800.00	$ 191.40	$ 957,000.00
	REFLECTIVE PAVEMENT MARKERS												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	NO BID		$ 2.10	$ 735.00	NO BID		$ 2.40	$ 840.00	$ 2.40	$ 840.00

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				OPEN GRADE									
Item No.	Description	Unit	Est. Qtys	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)	Unit Price	Total (Unit Price X Qtys)
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	NO BID		$ 4.50	$ 1,575.00	NO BID		$ 6.00	$ 2,100.00	$ 4.80	$ 1,680.00
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	NO BID		$ 4.50	$ 1,575.00	NO BID		$ 6.00	$ 2,100.00	$ 4.80	$ 1,680.00
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	NO BID		$ 4.50	$ 22.50	NO BID		$ 12.00	$ 60.00	$ 4.80	$ 24.00
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	NO BID		$ 4.50	$ 135.00	NO BID		$ 6.00	$ 180.00	$ 4.80	$ 144.00
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	1	NO BID		$ 2,352.00	$ 2,352.00	NO BID		$ 1,440.00	$ 1,440.00	$ 1,434.00	$ 1,434.00
710-11-122	Standard, White, Solid 8"	LF	30	NO BID		$ 0.59	$ 17.70	NO BID		$ 1.20	$ 36.00	$ 0.80	$ 24.00
710-11-123	Standard, White, Solid 12"	LF	100	NO BID		$ 2.35	$ 235.00	NO BID		$ 2.40	$ 240.00	$ 1.00	$ 100.00
710-11-124	Standard, White, Solid 18"	LF	30	NO BID		$ 2.47	$ 74.10	NO BID		$ 3.00	$ 90.00	$ 1.50	$ 45.00
710-11-125	Standard, White, Solid 24"	LF	250	NO BID		$ 2.59	$ 647.50	NO BID		$ 3.60	$ 900.00	$ 2.40	$ 600.00
710-11-131	Standard, White Skip 6"	GM	1	NO BID		$ 705.00	$ 705.00	NO BID		$ 600.00	$ 600.00	$ 597.50	$ 597.50
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 1.88	$ 56.40	NO BID		$ 1.20	$ 36.00	$ 0.40	$ 12.00
710-11-160	Standard, White, Message	EA	15	NO BID		$ 55.00	$ 825.00	NO BID		$ 72.00	$ 1,080.00	$ 59.80	$ 897.00
710-11-170	Standard, White, Arrows	EA	10	NO BID		$ 55.00	$ 550.00	NO BID		$ 36.00	$ 360.00	$ 35.90	$ 359.00
710-11-180	Standard, White, Yield Line	LF	20	NO BID		$ 11.76	$ 235.20	NO BID		$ 12.00	$ 240.00	$ 12.00	$ 240.00
710-11-211	Standard, Yellow, Solid 6"	NM	1	NO BID		$ 2,352.00	$ 2,352.00	NO BID		$ 1,440.00	$ 1,440.00	$ 1,434.00	$ 1,434.00
710-11-222	Standard, Yellow, Solid 8"	LF	30	NO BID		$ 0.59	$ 17.70	NO BID		$ 1.20	$ 36.00	$ 0.80	$ 24.00
710-11-223	Standard, Yellow, Solid 12"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 1.80	$ 54.00	$ 1.00	$ 30.00
710-11-224	Standard, Yellow, Solid 18"	LF	30	NO BID		$ 2.47	$ 74.10	NO BID		$ 2.40	$ 72.00	$ 1.50	$ 45.00
710-11-225	Standard, Yellow, Solid 24"	LF	40	NO BID		$ 2.59	$ 103.60	NO BID		$ 3.00	$ 120.00	$ 2.40	$ 96.00
710-11-231	Standard, Yellow, Skip 6"	GM	1	NO BID		$ 705.00	$ 705.00	NO BID		$ 600.00	$ 600.00	$ 597.50	$ 597.50
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	NO BID		$ 1.18	$ 59.00	NO BID		$ 1.20	$ 60.00	$ 1.20	$ 60.00
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	NO BID		$ 2,941.00	$ 8,823.00	NO BID		$ 3,000.00	$ 9,000.00	$ 2,987.50	$ 8,962.50
710-11-122	Durable, White, Solid 8"	LF	30	NO BID		$ 0.76	$ 22.80	NO BID		$ 2.40	$ 72.00	$ 1.50	$ 45.00
710-11-123	Durable, White, Solid 12"	LF	100	NO BID		$ 2.94	$ 294.00	NO BID		$ 2.40	$ 240.00	$ 2.00	$ 200.00
710-11-124	Durable, White, Solid 18"	LF	30	NO BID		$ 3.06	$ 91.80	NO BID		$ 4.80	$ 144.00	$ 2.90	$ 87.00
710-11-125	Durable, White, Solid 24"	LF	250	NO BID		$ 3.18	$ 795.00	NO BID		$ 4.80	$ 1,200.00	$ 3.90	$ 975.00
710-11-131	Durable, White Skip 6"	GM	1	NO BID		$ 882.00	$ 882.00	NO BID		$ 1,200.00	$ 1,200.00	$ 1,195.00	$ 1,195.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 1.76	$ 52.80	NO BID		$ 2.40	$ 72.00	$ 0.50	$ 15.00
710-11-160	Durable, White, Message	EA	15	NO BID		$ 70.00	$ 1,050.00	NO BID		$ 144.00	$ 2,160.00	$ 119.50	$ 1,792.50
710-11-170	Durable, White, Arrows	EA	10	NO BID		$ 70.00	$ 700.00	NO BID		$ 72.00	$ 720.00	$ 71.70	$ 717.00
710-11-180	Durable, White, Yield Line	LF	20	NO BID		$ 14.12	$ 282.40	NO BID		$ 24.00	$ 480.00	$ 23.90	$ 478.00
710-11-211	Durable, Yellow, Solid 6"	NM	2	NO BID		$ 2,941.00	$ 5,882.00	NO BID		$ 3,000.00	$ 6,000.00	$ 2,987.50	$ 5,975.00
710-11-222	Durable, Yellow, Solid 8"	LF	30	NO BID		$ 0.76	$ 22.80	NO BID		$ 2.40	$ 72.00	$ 1.50	$ 45.00
710-11-223	Durable, Yellow, Solid 12"	LF	30	NO BID		$ 2.94	$ 88.20	NO BID		$ 2.40	$ 72.00	$ 2.00	$ 60.00
710-11-224	Durable, Yellow, Solid 18"	LF	30	NO BID		$ 3.06	$ 91.80	NO BID		$ 4.80	$ 144.00	$ 2.90	$ 87.00
710-11-225	Durable, Yellow, Solid 24"	LF	40	NO BID		$ 3.18	$ 127.20	NO BID		$ 4.80	$ 192.00	$ 3.90	$ 156.00
710-11-231	Durable, Yellow, Skip 6"	GM	1	NO BID		$ 705.00	$ 705.00	NO BID		$ 1,200.00	$ 1,200.00	$ 1,195.00	$ 1,195.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	NO BID		$ 1.76	$ 88.00	NO BID		$ 2.40	$ 120.00	$ 0.50	$ 25.00
	THERMOPLASTIC PAVEMENT MARKINGS												
711-11-111	Thermo, Standard, White, Solid 6"	NM	2	NO BID		$ 6,470.00	$ 12,940.00	NO BID		$ 8,400.00	$ 16,800.00	$ 8,365.00	$ 16,730.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	NO BID		$ 1.65	$ 49.50	NO BID		$ 2.40	$ 72.00	$ 2.40	$ 72.00
711-11-123	Thermo, Standard, White, Solid 12"	LF	100	NO BID		$ 4.12	$ 412.00	NO BID		$ 7.20	$ 720.00	$ 4.80	$ 480.00
711-11-124	Thermo, Standard, White, Solid 18"	LF	30	NO BID		$ 6.18	$ 185.40	NO BID		$ 8.40	$ 252.00	$ 7.20	$ 216.00

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OPEN GRADE													
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711-11-125	Thermo, Standard, White, Solid 24"	LF	100	NO BID		$ 8.24	$ 824.00	NO BID		$ 12.00	$ 1,200.00	$ 9.60	$ 960.00
711-11-131	Thermo, Standard, White Skip 6"	GM	1	NO BID		$ 1,617.00	$ 1,617.00	NO BID		$ 2,640.00	$ 2,640.00	$ 2,629.00	$ 2,629.00
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 1.20	$ 36.00	$ 1.20	$ 36.00
711-11-160	Thermo, Standard, White, Message	EA	15	NO BID		$ 140.00	$ 2,100.00	NO BID		$ 240.00	$ 3,600.00	$ 239.00	$ 3,585.00
711-11-170	Thermo, Standard, White, Arrows	EA	10	NO BID		$ 110.00	$ 1,100.00	NO BID		$ 96.00	$ 960.00	$ 95.60	$ 956.00
711-11-180	Thermo, Standard, White, Yield Line	LF	20	NO BID		$ 23.53	$ 470.60	NO BID		$ 36.00	$ 720.00	$ 19.20	$ 384.00
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	NO BID		$ 6,470.00	$ 6,470.00	NO BID		$ 8,400.00	$ 8,400.00	$ 8,365.00	$ 8,365.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	NO BID		$ 1.65	$ 49.50	NO BID		$ 2.40	$ 72.00	$ 2.40	$ 72.00
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	NO BID		$ 4.12	$ 123.60	NO BID		$ 7.20	$ 216.00	$ 4.80	$ 144.00
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	NO BID		$ 6.18	$ 185.40	NO BID		$ 8.40	$ 252.00	$ 7.20	$ 216.00
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	NO BID		$ 8.24	$ 329.60	NO BID		$ 9.60	$ 384.00	$ 9.60	$ 384.00
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	NO BID		$ 1,617.00	$ 1,617.00	NO BID		$ 2,640.00	$ 2,640.00	$ 2,629.00	$ 2,629.00
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	NO BID		$ 2.35	$ 117.50	NO BID		$ 1.20	$ 60.00	$ 1.20	$ 60.00
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	NO BID		$ 3.50	$ 1,050.00	NO BID		$ 0.60	$ 180.00	$ 8.40	$ 2,520.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	NO BID		$ 8.20	$ 2,460.00	NO BID		$ 8.40	$ 2,520.00	$ 8.40	$ 2,520.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7,040	NO BID		$ 3.50	$ 24,640.00	NO BID		$ 5.40	$ 38,016.00	$ 4.90	$ 34,496.00
577-70	SHOULDER REWORK	SY	7,040	NO BID		$ 7.50	$ 52,800.00	NO BID		$ 5.06	$ 35,622.40	$ 4.60	$ 32,384.00
104-10-3	SEDIMENT BARRIER	LF	1,000	NO BID		$ 2.10	$ 2,100.00	NO BID		$ 1.76	$ 1,760.00	$ 3.00	$ 3,000.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	20	NO BID		$ 465.00	$ 9,300.00	NO BID		$ 93.41	$ 1,868.20	$ 177.80	$ 3,556.00
	CONCRETE										$ -		
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	NO BID		$ 316.00	$ 22,120.00	NO BID		$ 100.71	$ 7,049.70	$ 167.30	$ 11,711.00
522-1b	8.1 - 18 Cubic Yards	SY	140	NO BID		$ 185.00	$ 25,900.00	NO BID		$ 92.57	$ 12,959.80	$ 139.90	$ 19,586.00
522-1c	OVER 18 Cubic Yards	SY	210	NO BID		$ 185.00	$ 38,850.00	NO BID		$ 86.57	$ 18,179.70	$ 118.40	$ 24,864.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	NO BID		$ 455.00	$ 22,750.00	NO BID		$ 116.99	$ 5,849.50	$ 191.20	$ 9,560.00
522-2b	8.1 - 18 Cubic Yards	SY	100	NO BID		$ 277.00	$ 27,700.00	NO BID		$ 107.99	$ 10,799.00	$ 163.80	$ 16,380.00
522-2c	OVER 18 Cubic Yards	SY	150	NO BID		$ 286.00	$ 42,900.00	NO BID		$ 101.99	$ 15,298.50	$ 142.30	$ 21,345.00
110-4-10	Removal of Existing Concrete	SY	100	NO BID		$ 155.00	$ 15,500.00	NO BID		$ 34.77	$ 3,477.00	$ 53.80	$ 5,380.00
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	NO BID		$ 11,000.00	$ 11,000.00	NO BID		$ 2,204.70	$ 2,204.70	$ 7,821.00	$ 7,821.00
101-1b	Work Order Total $50,001 - $100,000	LS	1	NO BID		$ 19,225.00	$ 19,225.00	NO BID		$ 3,044.70	$ 3,044.70	$ 12,205.50	$ 12,205.50
101-1c	Work Order Total $100,001 - $500,000	LS	1	NO BID		$ 33,358.00	$ 33,358.00	NO BID		$ 11,908.20	$ 11,908.20	$ 22,515.00	$ 22,515.00
101-1d	Work Order Total Over $500,000	LS	1	NO BID		$ 68,424.00	$ 68,424.00	NO BID		$ 18,652.80	$ 18,652.80	$ 56,287.50	$ 56,287.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	NO BID		$ 7,590.00	$ 7,590.00	NO BID		$ 9,104.65	$ 9,104.65	$ 9,480.00	$ 9,480.00
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	25	NO BID		$ 4,000.00	$ 100,000.00	NO BID		$ 836.86	$ 20,921.50	$ 7,256.40	$ 181,410.00
102-99-1	Portable Changeable Message Sign	EA/day	30	NO BID		$ 290.00	$ 8,700.00	NO BID		$ 100.23	$ 3,006.90	$ 59.30	$ 1,779.00
OPEN GRADE SECTION TOTAL:					**$ -**		**$ 14,479,864.70**		**$ -**		**$ 9,259,458.25**		**$ 9,967,021.00**

Detailed Tabulation - Milling/Resurfacing and Overlays
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MILLING/RESURFACING AND OVERLAYS													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	Milling from 0 to 1,000 Square Yards												
327-70-1a	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1000	NO BID		$ 25.44	$ 25,440.00	NO BID		$ 8.42	$ 8,420.00	$7.60	$7,600.00
327-70-6a	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	1000	NO BID		$ 27.20	$ 27,200.00	NO BID		$ 8.70	$ 8,700.00	$8.10	$8,100.00
327-70-5a	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	1000	NO BID		$ 29.00	$ 29,000.00	NO BID		$ 8.91	$ 8,910.00	$8.20	$8,200.00
327-70-6a	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	1000	NO BID		$ 30.70	$ 30,700.00	NO BID		$ 9.45	$ 9,450.00	$8.20	$8,200.00
327-70-4a	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	1000	NO BID		$ 32.45	$ 32,450.00	NO BID		$ 10.10	$ 10,100.00	$8.60	$8,600.00
327-70-7a	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	1000	NO BID		$ 35.95	$ 35,950.00	NO BID		$ 10.42	$ 10,420.00	$8.80	$8,800.00
	Milling from 1,001 to 5,000 Square Yards												
327-70-1b	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	5000	NO BID		$ 14.50	$ 72,500.00	NO BID		$ 3.14	$ 15,700.00	$3.30	$16,500.00
327-70-6b	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	5000	NO BID		$ 16.25	$ 81,250.00	NO BID		$ 3.44	$ 17,200.00	$3.60	$18,000.00
327-70-5b	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	5000	NO BID		$ 18.00	$ 90,000.00	NO BID		$ 3.74	$ 18,700.00	$3.80	$19,000.00
327-70-6b	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	5000	NO BID		$ 19.75	$ 98,750.00	NO BID		$ 5.66	$ 28,300.00	$4.00	$20,000.00
327-70-4b	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	5000	NO BID		$ 21.50	$ 107,500.00	NO BID		$ 5.92	$ 29,600.00	$4.60	$23,000.00
327-70-7b	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	5000	NO BID		$ 24.95	$ 124,750.00	NO BID		$ 6.77	$ 33,850.00	$5.50	$27,500.00
	Milling from 5,001 to 25,000 Square Yards												
327-70-1c	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	15000	NO BID		$ 5.00	$ 75,000.00	NO BID		$ 2.02	$ 30,300.00	$1.90	$28,500.00
327-70-6c	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	15000	NO BID		$ 5.60	$ 84,000.00	NO BID		$ 2.20	$ 33,000.00	$2.20	$33,000.00
327-70-5c	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	15000	NO BID		$ 6.40	$ 96,000.00	NO BID		$ 2.24	$ 33,600.00	$2.80	$42,000.00
327-70-6c	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	15000	NO BID		$ 7.20	$ 108,000.00	NO BID		$ 3.36	$ 50,400.00	$3.20	$48,000.00
327-70-4c	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	15000	NO BID		$ 8.00	$ 120,000.00	NO BID		$ 4.32	$ 64,800.00	$3.70	$55,500.00
327-70-7c	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	15000	NO BID		$ 9.65	$ 144,750.00	NO BID		$ 5.51	$ 82,650.00	$4.60	$69,000.00
	Milling over 25,000 Square Yards												
327-70-1d	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	56000	NO BID		$ 4.10	$ 229,600.00	NO BID		$ 1.83	$ 102,480.00	$1.30	$72,800.00
327-70-6d	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	56000	NO BID		$ 4.90	$ 274,400.00	NO BID		$ 2.22	$ 124,320.00	$1.90	$106,400.00
327-70-5d	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	56000	NO BID		$ 5.70	$ 319,200.00	NO BID		$ 2.64	$ 147,840.00	$2.20	$123,200.00
327-70-6d	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	56000	NO BID		$ 6.50	$ 364,000.00	NO BID		$ 3.00	$ 168,000.00	$2.70	$151,200.00
327-70-4d	Milling Existing Asphalt Pavement, 3" Avg Depth	SY	56000	NO BID		$ 7.30	$ 408,800.00	NO BID		$ 3.60	$ 201,600.00	$3.20	$179,200.00
327-70-7d	Milling Existing Asphalt Pavement, 4" Avg Depth	SY	56000	NO BID		$ 9.65	$ 540,400.00	NO BID		$ 4.25	$ 238,000.00	$4.80	$268,800.00
	Asphalt Types from 0 to 100 Tons												
334-1-53a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	NO BID		$ 786.50	$ 78,650.00	NO BID		$ 232.33	$ 23,233.00	$481.50	$48,150.00
334-1-53b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	NO BID		$ 778.00	$ 77,800.00	NO BID		$ 232.33	$ 23,233.00	$474.90	$47,490.00
334-1-13a	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	100	NO BID		$ 776.00	$ 77,600.00	NO BID		$ 212.77	$ 21,277.00	$468.00	$46,800.00
334-1-13b	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	100	NO BID		$ 772.00	$ 77,200.00	NO BID		$ 212.77	$ 21,277.00	$456.80	$45,680.00
	Asphalt Types from 101 to 1,000 Tons												
334-1-53c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1000	NO BID		$ 310.00	$ 310,000.00	NO BID		$ 195.42	$ 195,420.00	$218.70	$218,700.00
334-1-53d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1000	NO BID		$ 302.00	$ 302,000.00	NO BID		$ 195.42	$ 195,420.00	$212.10	$212,100.00
334-1-13c	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	1000	NO BID		$ 300.00	$ 300,000.00	NO BID		$ 175.42	$ 175,420.00	$205.30	$205,300.00
334-1-13d	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	1000	NO BID		$ 296.00	$ 296,000.00	NO BID		$ 175.42	$ 175,420.00	$200.00	$200,000.00
	Asphalt Types over 1,001 Tons												
334-1-53e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5000	NO BID		$ 244.80	$ 1,224,000.00	NO BID		$ 190.36	$ 951,800.00	$204.30	$1,021,500.00
334-1-53f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5000	NO BID		$ 236.70	$ 1,183,500.00	NO BID		$ 190.36	$ 951,800.00	$192.70	$963,500.00
334-1-13e	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)**	Ton	5000	NO BID		$ 234.45	$ 1,172,250.00	NO BID		$ 170.80	$ 854,000.00	$189.10	$945,500.00
334-1-13f	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)**	Ton	5000	NO BID		$ 230.70	$ 1,153,500.00	NO BID		$ 170.80	$ 854,000.00	$179.20	$896,000.00
	Asphalt Types from 0 to 100 Tons												

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MILLING/RESURFACING AND OVERLAYS													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
337-7-82a	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	100	NO BID		$ 755.00	$ 75,500.00	NO BID		$ 232.33	$ 23,233.00	$320.00	$32,000.00
337-7-83a	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	100	NO BID		$ 750.00	$ 75,000.00	NO BID		$ 232.33	$ 23,233.00	$313.20	$31,320.00
	Asphalt Types from 101 to 1,000 Tons												
337-7-82b	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	1000	NO BID		$ 303.70	$ 303,700.00	NO BID		$ 195.42	$ 195,420.00	$216.30	$216,300.00
337-7-83b	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	1000	NO BID		$ 300.00	$ 300,000.00	NO BID		$ 195.42	$ 195,420.00	$210.30	$210,300.00
	Asphalt Types over 1,001 Tons												
337-7-82c	Asphalt Concrete Friction Course **(Traffic C, SP 9.5)** (PG 76-22)	Ton	5000	NO BID		$ 241.30	$ 1,206,500.00	NO BID		$ 190.36	$ 951,800.00	$202.90	$1,014,500.00
337-7-83c	Asphalt Concrete Friction Course **(Traffic C, SP 12.5)** (PG 76-22)	Ton	5000	NO BID		$ 233.45	$ 1,167,250.00	NO BID		$ 190.36	$ 951,800.00	$191.40	$957,000.00
706	**REFLECTIVE PAVEMENT MARKERS**												
706-1-3a	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	350	NO BID		$ 2.10	$ 735.00	NO BID		$ 2.40	$ 840.00	$2.40	$840.00
706-1-3b	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	350	NO BID		$ 4.50	$ 1,575.00	NO BID		$ 6.00	$ 2,100.00	$4.80	$1,680.00
706-1-3c	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	350	NO BID		$ 4.50	$ 1,575.00	NO BID		$ 6.00	$ 2,100.00	$4.80	$1,680.00
706-1-3d	FURNISH/INSTALL BI-DIRECTIONAL - BLUE	EA	5	NO BID		$ 4.50	$ 22.50	NO BID		$ 12.00	$ 60.00	$4.80	$24.00
706-1-3e	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	NO BID		$ 4.50	$ 135.00	NO BID		$ 6.00	$ 180.00	$4.80	$144.00
	PAINTED PAVEMENT MARKINGS												
710-11-111	Standard, White, Solid 6"	NM	3	NO BID		$ 2,352.00	$ 7,056.00	NO BID		$ 1,440.00	$ 4,320.00	$1,434.00	$4,302.00
710-11-122	Standard, White, Solid 8"	LF	30	NO BID		$ 0.59	$ 17.70	NO BID		$ 1.20	$ 36.00	$0.80	$24.00
710-11-123	Standard, White, Solid 12"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 2.40	$ 72.00	$1.00	$30.00
710-11-124	Standard, White, Solid 18"	LF	100	NO BID		$ 2.47	$ 247.00	NO BID		$ 3.00	$ 300.00	$1.50	$150.00
710-11-125	Standard, White, Solid 24"	LF	60	NO BID		$ 2.59	$ 155.40	NO BID		$ 3.60	$ 216.00	$2.40	$144.00
710-11-131	Standard, White Skip 6"	GM	0.22	NO BID		$ 705.00	$ 155.10	NO BID		$ 600.00	$ 132.00	$597.50	$131.45
710-11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 1.18	$ 35.40	NO BID		$ 1.20	$ 36.00	$0.40	$12.00
710-11-160	Standard, White, Message	EA	15	NO BID		$ 55.00	$ 825.00	NO BID		$ 72.00	$ 1,080.00	$59.80	$897.00
710-11-170	Standard, White, Arrows	EA	10	NO BID		$ 55.00	$ 550.00	NO BID		$ 36.00	$ 360.00	$35.90	$359.00
710-11-180	Standard, White, Yield Line	LF	30	NO BID		$ 11.76	$ 352.80	NO BID		$ 12.00	$ 360.00	$12.00	$360.00
710-11-211	Standard, Yellow, Solid 6"	NM	3	NO BID		$ 2,352.00	$ 7,056.00	NO BID		$ 1,440.00	$ 4,320.00	$1,434.00	$4,302.00
710-11-222	Standard, Yellow, Solid 8"	LF	30	NO BID		$ 0.59	$ 17.70	NO BID		$ 1.20	$ 36.00	$0.80	$24.00
710-11-223	Standard, Yellow, Solid 12"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 1.80	$ 54.00	$1.00	$30.00
710-11-224	Standard, Yellow, Solid 18"	LF	30	NO BID		$ 2.47	$ 74.10	NO BID		$ 2.40	$ 72.00	$1.50	$45.00
710-11-225	Standard, Yellow, Solid 24"	LF	40	NO BID		$ 2.59	$ 103.60	NO BID		$ 3.00	$ 120.00	$2.40	$96.00
710-11-231	Standard, Yellow, Skip 6"	GM	0.25	NO BID		$ 705.00	$ 176.25	NO BID		$ 600.00	$ 150.00	$597.50	$149.38
710-11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 1.18	$ 35.40	NO BID		$ 1.20	$ 36.00	$1.20	$36.00
	DURABLE PAVEMENT MARKINGS												
710-11-111	Durable, White, Solid 6"	NM	3	NO BID		$ 2,941.00	$ 8,823.00	NO BID		$ 3,000.00	$ 9,000.00	$2,987.50	$8,962.50
710-11-122	Durable, White, Solid 8"	LF	30	NO BID		$ 0.76	$ 22.80	NO BID		$ 2.40	$ 72.00	$1.50	$45.00
710-11-123	Durable, White, Solid 12"	LF	100	NO BID		$ 2.94	$ 294.00	NO BID		$ 2.40	$ 240.00	$2.00	$200.00
710-11-124	Durable, White, Solid 18"	LF	30	NO BID		$ 3.06	$ 91.80	NO BID		$ 4.80	$ 144.00	$2.90	$87.00
710-11-125	Durable, White, Solid 24"	LF	250	NO BID		$ 3.18	$ 795.00	NO BID		$ 4.80	$ 1,200.00	$3.90	$975.00
710-11-131	Durable, White Skip 6"	GM	1	NO BID		$ 882.35	$ 882.35	NO BID		$ 1,200.00	$ 1,200.00	$1,195.00	$1,195.00
710-11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 1.76	$ 52.80	NO BID		$ 2.40	$ 72.00	$0.50	$15.00
710-11-160	Durable, White, Message	EA	15	NO BID		$ 70.00	$ 1,050.00	NO BID		$ 144.00	$ 2,160.00	$119.50	$1,792.50
710-11-170	Durable, White, Arrows	EA	10	NO BID		$ 70.00	$ 700.00	NO BID		$ 72.00	$ 720.00	$71.70	$717.00
710-11-180	Durable, White, Yield Line	LF	20	NO BID		$ 14.12	$ 282.40	NO BID		$ 24.00	$ 480.00	$23.90	$478.00
710-11-211	Durable, Yellow, Solid 6"	NM	2	NO BID		$ 2,941.00	$ 5,882.00	NO BID		$ 3,000.00	$ 6,000.00	$2,987.50	$5,975.00
710-11-222	Durable, Yellow, Solid 8"	LF	30	NO BID		$ 0.76	$ 22.80	NO BID		$ 2.40	$ 72.00	$1.50	$45.00
710-11-223	Durable, Yellow, Solid 12"	LF	30	NO BID		$ 2.94	$ 88.20	NO BID		$ 2.40	$ 72.00	$2.00	$60.00
710-11-224	Durable, Yellow, Solid 18"	LF	30	NO BID		$ 3.06	$ 91.80	NO BID		$ 4.80	$ 144.00	$2.90	$87.00
710-11-225	Durable, Yellow, Solid 24"	LF	40	NO BID		$ 3.18	$ 127.20	NO BID		$ 4.80	$ 192.00	$3.90	$156.00

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MILLING/RESURFACING AND OVERLAYS													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
710-11-231	Durable, Yellow, Skip 6"	GM	1	NO BID		$ 705.00	$ 705.00	NO BID		$ 1,200.00	$ 1,200.00	$1,195.00	$1,195.00
710-11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	NO BID		$ 1.76	$ 88.00	NO BID		$ 2.40	$ 120.00	$0.50	$25.00
	THERMOPLASTIC PAVEMENT MARKINGS (711)												
711-11-111	Thermo, Standard, White, Solid 6"	NM	3	NO BID		$ 6,470.00	$ 19,410.00	NO BID		$ 8,400.00	$ 25,200.00	$8,365.00	$25,095.00
711-11-122	Thermo, Standard, White, Solid 8"	LF	30	NO BID		$ 1.65	$ 49.50	NO BID		$ 2.40	$ 72.00	$2.40	$72.00
711-11-123	Thermo, Standard, White, Solid 12"	LF	30	NO BID		$ 4.12	$ 123.60	NO BID		$ 7.20	$ 216.00	$4.80	$144.00
711-11-124	Thermo, Standard, White, Solid 18"	LF	100	NO BID		$ 6.18	$ 618.00	NO BID		$ 8.40	$ 840.00	$7.20	$720.00
711-11-125	Thermo, Standard, White, Solid 24"	LF	60	NO BID		$ 8.24	$ 494.40	NO BID		$ 12.00	$ 720.00	$9.60	$576.00
711-11-131	Thermo, Standard, White Skip 6"	GM	0.22	NO BID		$ 1,617.00	$ 355.74	NO BID		$ 2,640.00	$ 580.80	$2,629.00	$578.38
711-11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 1.20	$ 36.00	$1.20	$36.00
711-11-160	Thermo, Standard, White, Message	EA	15	NO BID		$ 140.00	$ 2,100.00	NO BID		$ 240.00	$ 3,600.00	$239.00	$3,585.00
711-11-170	Thermo, Standard, White, Arrows	EA	10	NO BID		$ 110.00	$ 1,100.00	NO BID		$ 96.00	$ 960.00	$95.60	$956.00
711-11-180	Thermo, Standard, White, Yield Line	LF	30	NO BID		$ 23.53	$ 705.90	NO BID		$ 36.00	$ 1,080.00	$19.20	$576.00
711-11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	NO BID		$ 6,470.00	$ 19,410.00	NO BID		$ 8,400.00	$ 25,200.00	$8,365.00	$25,095.00
711-11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	NO BID		$ 1.65	$ 49.50	NO BID		$ 2.40	$ 72.00	$2.40	$72.00
711-11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	NO BID		$ 4.12	$ 123.60	NO BID		$ 7.20	$ 216.00	$4.80	$144.00
711-11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	NO BID		$ 6.18	$ 185.40	NO BID		$ 8.40	$ 252.00	$7.20	$216.00
711-11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	NO BID		$ 8.24	$ 329.60	NO BID		$ 9.60	$ 384.00	$9.60	$384.00
711-11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	NO BID		$ 1,617.00	$ 404.25	NO BID		$ 2,640.00	$ 660.00	$2,629.00	$657.25
711-11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	NO BID		$ 2.35	$ 70.50	NO BID		$ 1.20	$ 36.00	$1.20	$36.00
	SHOULDER AND ROADSIDE												
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	NO BID		$ 3.50	$ 1,050.00	NO BID		$ 0.60	$ 180.00	$8.40	$2,520.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	NO BID		$ 8.20	$ 2,460.00	NO BID		$ 8.40	$ 2,520.00	$8.40	$2,520.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	NO BID		$ 3.50	$ 24,640.00	NO BID		$ 5.40	$ 38,016.00	$4.90	$34,496.00
577-70	SHOULDER REWORK	SY	7040	NO BID		$ 7.50	$ 52,800.00	NO BID		$ 5.06	$ 35,622.40	$4.60	$32,384.00
104-10-3	SEDIMENT BARRIER	LF	1000	NO BID		$ 2.10	$ 2,100.00	NO BID		$ 1.76	$ 1,760.00	$3.00	$3,000.00
110-7-1	MAILBOX (REMOVE AND REPLACE)	EA	20	NO BID		$ 465.00	$ 9,300.00	NO BID		$ 93.41	$ 1,868.20	$177.80	$3,556.00
	CONCRETE												
	Concrete Sidewalk and Driveways, 4" Thick (Includes Fill and 6x6 welded wire)												
522-1a	0-8 Cubic Yards	SY	70	NO BID		$ 316.00	$ 22,120.00	NO BID		$ 100.71	$ 7,049.70	$167.30	$11,711.00
522-1b	8.1 - 18 Cubic Yards	SY	140	NO BID		$ 185.00	$ 25,900.00	NO BID		$ 92.57	$ 12,959.80	$139.90	$19,586.00
522-1c	OVER 18 Cubic Yards	SY	210	NO BID		$ 185.00	$ 38,850.00	NO BID		$ 86.57	$ 18,179.70	$118.40	$24,864.00
	Concrete Sidewalk and Driveways, 6" Thick (Includes Fill and 6x6 welded wire)												
522-2a	0-8 Cubic Yards	SY	50	NO BID		$ 455.00	$ 22,750.00	NO BID		$ 116.99	$ 5,849.50	$191.20	$9,560.00
522-2b	8.1 - 18 Cubic Yards	SY	100	NO BID		$ 277.00	$ 27,700.00	NO BID		$ 107.99	$ 10,799.00	$163.80	$16,380.00
522-2c	OVER 18 Cubic Yards	SY	150	NO BID		$ 286.00	$ 42,900.00	NO BID		$ 101.99	$ 15,298.50	$142.30	$21,345.00
110-4-10	Removal of Existing Concrete	SY	100	NO BID		$ 155.00	$ 15,500.00	NO BID		$ 34.77	$ 3,477.00	$53.80	$5,380.00
	MOBILIZATION												
101-1a	Work Order Total $0.00 - $50,000	LS	1	NO BID		$ 11,000.00	$ 11,000.00	NO BID		$ 2,204.70	$ 2,204.70	$7,821.00	$7,821.00
101-1b	Work Order Total $50,001 - $100,000	LS	1	NO BID		$ 19,225.00	$ 19,225.00	NO BID		$ 3,044.70	$ 3,044.70	$12,205.50	$12,205.50
101-1c	Work Order Total $100,001 - $500,000	LS	1	NO BID		$ 33,358.00	$ 33,358.00	NO BID		$ 11,908.20	$ 11,908.20	$22,515.00	$22,515.00
101-1d	Work Order Total Over $500,000	LS	1	NO BID		$ 68,424.00	$ 68,424.00	NO BID		$ 18,652.80	$ 18,652.80	$56,287.50	$56,287.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	NO BID		$ 7,590.00	$ 7,590.00	NO BID		$ 9,104.65	$ 9,104.65	$9,560.00	$9,560.00
	MAINTENANCE OF TRAFFIC (MOT)												
102-1	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	7	NO BID		$ 4,000.00	$ 28,000.00	NO BID		$ 836.86	$ 5,858.02	$7,256.40	$50,794.80
MILLING/RESURFACING AND OVERLAYS SECTION TOTAL:					**$ -**		**$ 13,442,397.59**		**$ -**		**$ 8,564,091.67**		**$9,106,138.26**

Detailed Tabulation - Misc Construction
ITB 24-088
Countywide Resurfacing and Preservation Projects

				Asphalt Paving Systems, Inc. (Zepherhills, Florida)		C.W. Roberts Contracting, Inc. (Wildwood, Florida)		Pavement Technology, Inc. (Westlake, Ohio)		Pave-Rite, Inc. (Lecanto, Florida)		Superior Asphalt, Inc. (Oneco, Florida)	
MISCELLANEOUS CONSTRUCTION ITEMS													
Item No.	**Description**	**Unit**	**Est. Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**	**Unit Price**	**Total (Unit Price X Qtys)**
	Optional Base Group 01												
285-701a	0 - 250 Square Yards	SY	250	NO BID		$ 71.00	$ 17,750.00	NO BID		$ 18.13	$ 4,532.50	$ 53.60	$ 13,400.00
285-701b	251 - 1000 square yards	SY	1000	NO BID		$ 40.00	$ 40,000.00	NO BID		$ 12.50	$ 12,500.00	$ 27.20	$ 27,200.00
285-701c	Over 1000 square yards	SY	3000	NO BID		$ 17.50	$ 52,500.00	NO BID		$ 12.50	$ 37,500.00	$ 24.10	$ 72,300.00
	Optional Base Group 04												
285-704a	0 - 250 Square Yards	SY	250	NO BID		$ 75.00	$ 18,750.00	NO BID		$ 19.79	$ 4,947.50	$ 56.20	$ 14,050.00
285-704b	251 - 1000 square yards	SY	1000	NO BID		$ 45.90	$ 45,900.00	NO BID		$ 14.78	$ 14,780.00	$ 28.50	$ 28,500.00
285-704c	Over 1000 square yards	SY	3000	NO BID		$ 24.10	$ 72,300.00	NO BID		$ 14.87	$ 44,610.00	$ 26.90	$ 80,700.00
	Optional Base Group 06												
285-706a	0 - 250 Square Yards	SY	250	NO BID		$ 79.30	$ 19,825.00	NO BID		$ 22.91	$ 5,727.50	$ 60.30	$ 15,075.00
285-706b	251 - 1000 square yards	SY	1000	NO BID		$ 50.05	$ 50,050.00	NO BID		$ 18.67	$ 18,670.00	$ 33.30	$ 33,300.00
285-706c	Over 1000 square yards	SY	3000	NO BID		$ 27.45	$ 82,350.00	NO BID		$ 18.00	$ 54,000.00	$ 31.70	$ 95,100.00
	Type B Stabilization												
160-4a	0 - 250 Square Yards	SY	250	NO BID		$ 75.10	$ 18,775.00	NO BID		$ 11.25	$ 2,812.50	$ 12.90	$ 3,225.00
160-4b	251 - 1000 square yards	SY	1000	NO BID		$ 45.90	$ 45,900.00	NO BID		$ 7.40	$ 7,400.00	$ 11.60	$ 11,600.00
160-4c	Over 1000 square yards	SY	3000	NO BID		$ 14.94	$ 44,820.00	NO BID		$ 6.27	$ 18,810.00	$ 10.10	$ 30,300.00
	Wheel Stops												
542-70	Bumper Guards, Concrete	EA	20	NO BID		$ 110.00	$ 2,200.00	NO BID		$ 74.42	$ 1,488.40	$ 119.50	$ 2,390.00
	Traffic Loops												
660-2-101	Loop Assembly - F&I, Type A	AS	1	NO BID		$ 2,700.00	$ 2,700.00	NO BID		$ 3,600.00	$ 3,600.00	$ 1,792.50	$ 1,792.50
660-2-102	Loop Assembly - F&I, Type B	AS	1	NO BID		$ 2,117.00	$ 2,117.00	NO BID		$ 3,600.00	$ 3,600.00	$ 1,792.50	$ 1,792.50
660-2-106	Loop Assembly - F&I, Type F	AS	1	NO BID		$ 2,705.00	$ 2,705.00	NO BID		$ 4,800.00	$ 4,800.00	$ 1,792.50	$ 1,792.50
660-2-107	Loop Assembly - F&I, Type G	AS	1	NO BID		$ 3,800.00	$ 3,800.00	NO BID		$ 4,800.00	$ 4,800.00	$ 1,792.50	$ 1,792.50
	Miscellaneous Asphalt												
339-1	Miscellaneous Asphalt	Ton	150	NO BID		$ 550.00	$ 82,500.00	NO BID		$ 243.02	$ 36,453.00	$ 673.60	$ 101,040.00
	Signs												
700-1-11	Single Post Sign, F&I Ground Mount, Up to 12 SF	AS	1	NO BID		$ 700.00	$ 700.00	NO BID		$ 720.00	$ 720.00	$ 717.00	$ 717.00
700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	AS	1	NO BID		$ 2,941.00	$ 2,941.00	NO BID		$ 3,000.00	$ 3,000.00	$ 2,987.50	$ 2,987.50
	GOPHER TORTOISE REMOVAL/RELOCATION												
900-1	Gopher Tortoise Removal/Relocation	EA	1	NO BID		$ 7,823.53	$ 7,823.53	NO BID		$ 9,104.65	$ 9,104.65	$ 9,560.00	$ 9,560.00
MISCELLANEOUS CONSTRUCTION ITEMS SECTION TOTAL :					**$ -**		**$ 616,406.53**		**$ -**		**$ 293,856.05**		**$ 548,614.50**

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

June 4, 2024

Mr. Travis Goodson, VP
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926

Email: Faith.Goodsonpaving@gmail.com
RE: B-6-23-70, Paving Services and Asphaltic Concrete

Dear Mr. Goodson:

This letter is to notify you of the intent to renew B-6-23-70, Paving Services and Asphaltic Concrete. The effective dates of this renewal will be 8/31/2024 to 8/30/2025.

If Goodson Paving, Inc. is interested in renewing this bid under the same terms, prices, and conditions; please respond by checking the appropriate box below and acknowledge the renewal of B-6-23-70, Paving Services and Asphaltic Concrete, by signing in the signature box below. If so agreed, a new purchase order will be issued to you to cover the renewal period.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our Office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

☒ Goodson Paving, Inc. agree to renew subject contract through **8/30/2025** under the terms, pricing, and conditions as outlined above.

☐ Goodson Paving, Inc. does not agree to renew this contract under the terms, pricing and conditions outlined above.

If Goodson Paving, Inc. is **not interested** in renewing this contract, please share why, so we can better consider the perspective of our business partners.

If renewing, you are required to submit your updated insurance certificates naming the Brevard County Board of County Commissioners as Certificate Holder. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received pertaining to this renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact James Norris at 321-617-7390. **Please email your response within five (5) business days to Erica Kirlew at** Erica.Kirlew@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Bowers, Mary Digitally signed by Bowers, Mary Date: 2024.06.04 13:15:37 -04'00'

Mary Bowers, Purchasing Manager Date

Travis Goodson V. Pres.

Vendor Name & Title, **(Typed or Print)**

6/6/24

Vendor Signature Date

321-631-5523

Area Code/Telephone Number

RESOLUTION NO. 2024-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PURCHASE ORDERS FOR THE RECONSTRUCTION OF RANGE ROAD IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $50,000 CONTINGENCY SET ASIDE FOR THE RECONSTRUCTION; 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 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, in conjunction with this authorization, the City Council desires to streamline the approval of change orders 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 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, provided the total amount of approved change orders do not cause the construction budget to exceed the total $711,763 budgeted by the City Council for this reconstruction project inclusive of the current contingency amount of $50,000 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 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 December 10, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2025- 011-PT

SELECT ADJUSTMENT TYPE: Project Transfer **REQUESTING DEPARTMENT #:** PW **DATE PREPARED:** 11/27/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 134,473)	001-3510-541.63-00	PW08SP	RD & ST FACILITIES / INFRASTRUCTURE			($ 134,473)	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
($ 134,473)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 134,473	001-3510-541.63-00	PW24RR	RD & ST FACILITIES / INFRASTRUCTURE			$ 134,473	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 134,473	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The quote for the Range Road project exceeded the $550,000 that was budgeted to this Project code, this BAF is to move money from the Annual street paving Project code into the Range Road project code in order to ensure accurate cost tracking for the project. Agenda# 24-620

City Council Approval Needed? ***Yes.*** (●) ***No.*** ( ) ***DATE APPROVED:*** 12/10/24 ***RESOLUTION #:*** *2024-110*

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.11.27 09:23:10 -05'00'	Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.02 08:26:56 -05'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.11.27 09:23:25 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.12.02 09:15:36 -05'00'	
Department Director's Signature	Deputy Fin. Director's Signature	City Manager's Signature

FINANCE USE ONLY:

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

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-657	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	11/12/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Cocoa_Fire_No_Impact_Letter_October_2024.pdf 17-2024 Firefighters' Retirement Plan Ordinance (Creating 8-yr DROP).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2024
Agenda Date: December 10, 2024
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date.

BACKGROUND:

The City of Cocoa has an established Firefighters' Retirement Plan in accordance with Chapter 175, Florida Statutes for the benefit of the City's Firefighters.

The City recently concluded collective bargaining with both the International Association of Firefighters Local 2416 for the rank and file members and Teamsters Fire District Chiefs which resulted in extending the Deferred Retirement Option Plan (DROP) term from five years to eight years. It was also recommended by Staff to modify the code language of the Cost of Living Adjustment (COLA) Increase section where the pension benefit could never be decreased in accordance with the COLA.

Staff consulted with Gabriel, Roeder, Smith & Company over these changes and it was advised there were no financial impact on the plan. These proposed benefit changes have been done so under

the guidance of the City's pension attorney Glenn Thomas of Lewis, Longman, & Walker. A draft ordinance was provided to the Pension Plan's attorney Mark Floyd, Mierzwa & Floyd, P.A. and the Plan's actuarial firm Foster and Foster and there were no additional changes. The Plan's actuary also provided a no impact letter, due to these changes not having a plan impact.

The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-326, Cost of Living Increase

   As of each October first, retirees and disabled members who have attained their sixty-fifth (65th) birthday, and beneficiaries receiving monthly benefits on behalf of deceased members who would have attained their sixty-fifth (65th) birthday, shall have their benefits adjusted for changes in the cost-of-living as measured by the consumer price index for the one-year period ended on the preceding June thirtieth. This section was amended where at no time the pension benefit can be reduced.

2. Section 2-331, Deferred Retirement Option Plan

   This section of the Code was modified to allow current or future DROP participants to be able to participate up to eight years, or 96 months.

3. Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

4. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

5. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

6. Effective Date. The Ordinance shall be effective immediately upon adoption by the City Council after this final reading.

There have been no changes since the first reading. A copy of the public notice has been attached to this agenda item.

City Administration recommends final approval of Ordinance No. 17-2024, related to changes in the Firefighters' Retirement Plan: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date.

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STRATEGIC PLAN CONNECTION:

Operational Effectiveness

BUDGETARY IMPACT:

Budgeted: N/A

The Pension Plan's Actuary provided a No Impact Letter.

PREVIOUS ACTION:

At the regular City Council Meeting on November 12, City Council approved the first reading of Ordinance No. 17-2024.

At a regular City Council Meeting on December 14, 2021, City Council approved Ordinance No. 12-2021: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty.

RECOMMENDED MOTION:

Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date.

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October 8, 2024

VIA EMAIL

Board of Trustees
City of Cocoa
Firefighters' Pension Board

Re: City of Cocoa Firefighters' Retirement Plan

Dear Board:

We have reviewed the proposed ordinance amending the plan as follows:

- An extension of the participation period from 60 months to 96 months for current and future participants of the Deferred Retirement Option Plan.

- A 0% minimum for the cost-of-living adjustment. Currently, the monthly benefit could be reduced (but not below the initial benefit amount) in the event the applicable Consumer Price Index is negative.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following offices:

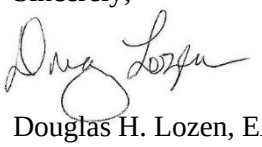
Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

ORDINANCE NO. 17-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-326, COST OF LIVING INCREASE; AMENDING SECTION 2-331, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa established the Firefighters' Retirement Plan pursuant to Ordinance No. 9-93, in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: That Section 2-326, Cost of Living Increase; in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

Sec. 2-326. – Cost of living increase.

* * *

As of each October first, retirees and disabled members who have attained their sixty-fifth (65th) birthday, and beneficiaries receiving monthly benefits on behalf of deceased members who would have attained their sixty-fifth (65th) birthday, shall have their benefits adjusted for changes in the cost-of-living as measured by the consumer price index for the one-year period ended on the preceding June thirtieth. The percentage increase ~~or decrease~~ in benefits shall be limited to three percent (3%) with regard to any such one-year period.~~,~~ Effective [effective date of ordinance], no adjustment may be made pursuant to this paragraph (c), which results in a reduction in any ~~and at no time shall the resulting~~ benefit amount ~~be less than that amount which was payable initially at the time of retirement, or in the case of deceased members, at the time payments to the beneficiary began~~.

* * *

SECTION 2: That Section 2-331, Deferred retirement option plan, subsection (a) Definitions, (e)(1) Participation in the DROP, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-331- Deferred retirement option plan.

* * *

(a) *Definitions.* For the purpose of this section, the following terms shall be defined as indicated below:

DROP means the deferred retirement option plan established pursuant to this section.

DROP account means the account established for each DROP participant, which shall be part of the fund, and which shall consist of the amount credited to an individual DROP participant in accordance with this section.

DROP entry date means the date an eligible member begins to participate in the DROP.

DROP participant means an eligible member who is participating in the DROP.

DROP period means the duration of a member's participation in the DROP, from the DROP entry date to the date a participant ceases to participate in the DROP and separates from city employment. The maximum DROP period may not be longer than <u>ninety-six</u> ~~sixty~~ (96~~60~~) months.

(b) *Eligibility.* A member who reaches the earliest normal retirement date under the plan shall be eligible to participate in the DROP.

(c) *Written election.* To participate in the DROP, a member must complete and execute the forms supplied by the city, together with a letter of resignation from city employment effective upon the last day of the member's participation in the DROP. A member's written election to participate in the DROP and letter of resignation shall be irrevocable.

(d) *Accrued leave payment.* Upon electing to participate in the DROP, an eligible member may elect to receive payment for accrued unused sick and annual leave in accordance with city policy, as follows:

(1) In a lump sum prior to the DROP entry date; or

(2) In a lump sum upon termination of employment.

(e) *Participation in the DROP.*

(1) <u>Prior to [effective date of ordinance],</u> An eligible member may participate in the DROP for a maximum of sixty (60) months. An eligible member must elect to participate in the DROP and may begin participating in the DROP after reaching the earliest normal

retirement date. Notwithstanding anything herein to the contrary, a member who elects to participate in the DROP on or after [effective date of ordinance] may participate in the DROP for a period not to exceed ninety-six (96) months beginning at the time his or her election to participate in the DROP first becomes effective. Members who are participating in the DROP on [effective date], may elect in writing on forms provided by the Administrator, to extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP period not to exceed ninety-six (96) months.

(2) A member who elects to participate in the DROP can elect to terminate DROP participation and city employment sooner than the maximum DROP period, with thirty (30) days advance written notice to the city and the board of trustees.

(3) An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the retirement plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into his or her DROP account every month during the DROP period. No member or city contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits, other than cost-of-living increases if applicable, under the retirement plan after entering the DROP.

(4) A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the retirement plan.

(5) Participation in the DROP is not a guarantee of employment, and DROP participants will be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(6) During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will be credited (or debited) with the actual net investment rate of return on the actuarial value of plan assets, on an annual basis, as determined by the board. The board shall review the stated rate of return on an annual basis, and reserves the right to adjust the amount to be credited or debited to a participant's account.

(7) The fund shall be responsible for any and all expenses related to administering the DROP.

(8) As a condition of participating in the DROP, each participant must agree that his or her city employment shall terminate on the last day of the DROP period, determined in accordance with this section.

(f) *Payout of DROP account.* Within thirty (30) days after the end of the calendar quarter following the end of a participant's DROP period, the participant's DROP account shall be payable, at the participant's option, in full in a single lump sum payment, less withholding taxes; or as a direct rollover, paid directly to the custodian of an eligible retirement plan; or as a partial lump sum paid to the participant or to the designated beneficiary, with the remaining accrued benefit transferred directly to the custodian of an eligible retirement plan. The DROP participant or designated beneficiary shall specify in writing the payee(s) and amounts to be paid to each. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate. Regardless of the payment option selected by the participant or beneficiary, the board of trustees may take whatever action is necessary to comply with the Internal Revenue Code.

(g) *Rules and procedures.* The board of trustees may adopt rules and procedures for participation and administration of the DROP that are not in conflict with this section. The DROP is intended to comply with all the applicable provisions of the Internal Revenue Code and F.S. ch. 175.

* * *

SECTION 3: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 4: Severability. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof other than the part to be declared invalid.

SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions. All City Code provisions or laws inconsistent with this Ordinance are hereby repealed to the extent of any conflict.

SECTION 6: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE _____ DAY OF _____ 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

1ST READING: _____

2ND READING: _____

LEGAL AD PUBLISHED: _____

EFFECTIVE DATE: _____

Legislation Details (With Text)

File #:	24-658	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Agenda Ready	
File created:	11/12/2024		**In control:**	City Council	
On agenda:	12/10/2024		**Final action:**		
Title:	Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	16-2024 Police Officers' Retirement Plan Ordinance.pdf Cocoa Police - Actuarial Impact Statement for Ord. 16-2024 - executed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2024
Agenda Date: December 10, 2024
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton E. Whitten, City Manager
Requested Action:
Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

BACKGROUND:

The City of Cocoa has an established Police Officers' Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's Police Officers.

At the May 2024 Pension Board Meeting, the board members discussed the possibilities of extending the Deferred Retirement Option Plan (DROP) period to a maximum of eight (8) years, versus the current maximum of five (5) years. Additionally, a minimum disability benefit was added in the event a member becomes disabled as a result of an active or mass shooter event. These changes were collectively bargained with the Central Florida Police Benevolent Association (CFPBA) with the latest Collective Bargaining Agreement. It was also recommended by Staff to modify the code language of the Cost of Living Adjustment (COLA) Increase section where the pension benefit could never be decreased in accordance with the COLA.

Staff consulted with Gabriel, Roeder, Smith & Company over these changes and it was advised there were minimal financial impacts on the plan. These proposed benefit changes have been done so under the guidance of the City's pension attorney Glenn Thomas of Lewis, Longman, & Walker. This proposed ordinance was submitted to the board's pension attorney Stu Kaufman of Office of Klausner, Kaufman, Jensen, and Levinson for review. After this review, Staff moved forward with the Ordinance.

The proposed ordinance includes the following amendments to the pension plan:

1. Section 2-196, Benefit Amounts and Eligibility

   As of each October first, retirees and disabled members who have attained their sixty-fifth (65th) birthday, and beneficiaries receiving monthly benefits on behalf of deceased members who would have attained their sixty-fifth (65th) birthday, shall have their benefits adjusted for changes in the cost-of-living as measured by the consumer price index for the one-year period ended on the preceding June thirtieth. This section was amended where at no time the pension benefit can be reduced.

2. Amending Section 2-198, Disability

   This section was modified to increase disability benefits in the rare event a member becomes disabled due to an active shooter or mass shooter event. This change would allow for a minimum sixty percent (60%) benefit in this situation.

3. Section 2-218, Deferred Retirement Option Plan

   This section of the Code was modified to allow current or future DROP participants to be able to participate up to eight years, or 96 months.

4. Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

5. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

6. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

7. Effective Date. The Ordinance shall be effective immediately upon adoption by the City Council after this Council Meeting.

City Council approved the first reading on November 12. No changes have been made since then. The public hearing was advertised (see attached), and the pension plan's actuary has confirmed no impact to the plan. The no impact statement was also provided to the State of Florida Division of Retirement Services.

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City Staff recommends approval of Ordinance No. 16-2024, related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

No

The Plan's actuary provided an Actuarial Impact Statement demonstrating there is no impact to the plan's funding or contributions (attached to agenda).

PREVIOUS ACTION:

At the Regular City Council Meeting on November 12, 2024, Council approved the first reading of Ordinance No. 16-2024.

At a Regular City Council on January 10, 2023, Council approved Ordinance 16-2022, Amending Section 2-197, Pre-Retirement Death.

RECOMMENDED MOTION:

Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

powered by Legistar™

ORDINANCE NO. 16-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-198, DISABILITY; AMENDING SECTION 2-218, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-196, Benefit amounts and eligibility, subsection (c), Cost of Living Increase, amended to read as follows (Underlined type are additions and strikeout type are deletions to the City Code):

* * *

(c) *Cost of living increase.* As of each October 1, retirees and disabled members who have attained their sixty-fifth birthday, and beneficiaries receiving monthly benefits on behalf of deceased members who would have attained their sixty-fifth birthday, shall have their benefits adjusted for change in the cost-of-living as measured by the consumer price index for the one-year period ended on the preceding June 30. The percentage increase ~~or decrease~~ in benefits shall be limited to three percent (3%) with regard to any such one-year period. ~~, and~~ Effective [effective date of ordinance], no adjustment may be made pursuant to this paragraph (c), which results in a reduction in any ~~at no time shall the resulting~~ benefit amount~~, or be less than that amount which was payable initially at the time of retirement, or in the case of deceased members at the time payments to the beneficiary began~~.

* * *

SECTION 2: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-198, Disability, subsection (a), to read as follows:

* * *

(a) Disability benefits in-line of duty. Disability benefits in-line of duty. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient

service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three (3) percent of average final compensation multiplied by the total years of credited service but in any event the minimum amount paid to the member shall be forty-two (42) percent of the average final compensation of the member or fifty (50) percent of the member's salary as of the date of the disability. Effective October 1, 2024, the disability benefit payable under this subsection (a) shall be an amount equal to the member's accrued retirement benefit accrued at three percent (3%) of average monthly earnings; provided such amount is not less than forty-two percent (42%) of the member's average monthly earnings at the time of disability. If the service-connected disability occurred during an active shooter event (defined as an individual actively engaged in killing or attempting to kill people in a confined and populated area) or mass killing event, as defined in 28 U.S.C. s. 530C, and as the direct result of the unlawful and intentional act of the perpetrator of such event, the disability benefit payable under this subsection (a) shall be an amount equal to the member's accrued retirement benefit accrued at three percent (3%) of average monthly earnings; provided such amount is not less than sixty percent (60%) of the member's average monthly earnings at the time of disability. Terminated persons, either vested or non-vested, are not eligible for disability benefits, notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 3: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-218, Deferred Retirement Option Plan, subsection (b)(3), Period of Participation, to read as follows:

* * *

(1) *Eligibility to participate.* In lieu of terminating his employment as a police officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) *Period of participation.* A member who elects to participate in the DROP prior to [effective date], pursuant to ~~under~~ subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his or her election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. As a condition of participating in the DROP, each participant must agree that his employment as a police officer shall terminate on the last day of the permissible DROP period. Any retiree who has

retired under normal retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein. Notwithstanding anything herein to the contrary, a member who elects to participate in the DROP on or after [effective date of ordinance] may participate in the DROP for a period not to exceed ninety-six (96) months beginning at the time his or her election to participate in the DROP first becomes effective. Members who are participating in the DROP on [effective date], may elect in writing on forms provided by the Administrator, to extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP period not to exceed ninety-six (96) months.

* * *

SECTION 4: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF _____, 20_____.

_____

Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

1ST READING: _____

2ND READING: _____

LEGAL AD PUBLISHED: _____

EFFECTIVE DATE: _____

CITY OF COCOA
POLICE OFFICERS' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

October 25, 2024

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Section 2-198, Disability, is being amended to provide for a service-connected disability benefit when the disability occurred during an active shooter event or mass killing event. The benefit shall equal the member's accrued retirement benefit provided such amount is not less than 60% of the member's average monthly earnings at the time of the disability. To value for this change, we assume 0.2% of service-connected disabilities occur during an active shooter event.

- Section 2-218, Deferred Retirement Option Plan, is being amended for an extension of the participation period from 60 months to 96 months for current and future participants.

- Section 2-196, Benefits amounts and eligibility, is being amended for a 0% minimum for the cost-of-living adjustment. Currently, the monthly benefit could be reduced (but not below the initial benefit amount) in the event the applicable Consumer Price Index is negative.

The cost impact, determined as of October 1, 2023, applicable to the fiscal year ending September 30, 2025, is as follows:

	Proposed	Current
Minimum Required Contribution		
% of Projected Annual Payroll	39.08%	39.08%
Member Contributions (Est.)		
% of Projected Annual Payroll	6.50%	6.50%
City And State Required Contribution		
% of Projected Annual Payroll	32.58%	32.58%
State Contribution (Est.) [1]	$277,059	$277,059
% of Projected Annual Payroll	8.98%	8.98%
City Required Contribution [2]		
% of Projected Annual Payroll	23.60%	23.60%

[1] Represents the amount received in calendar 2024. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF COCOA
POLICE OFFICERS' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

October 25, 2024

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2023 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2023 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2023 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Pat Dovale
Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits 10/1/2023	Old Benefits 10/1/2023
A. Participant Data		
Actives	54	54
Service Retirees	45	45
DROP Retirees	3	3
Beneficiaries	3	3
Disability Retirees	8	8
Terminated Vested	16	16
Total	129	129
Projected Annual Payroll	3,083,666	3,083,666
Annual Rate of Payments to:		
Service Retirees	1,623,840	1,623,840
DROP Retirees	118,624	118,624
Beneficiaries	73,552	73,552
Disability Retirees	146,248	146,248
Terminated Vested	206,243	206,243
B. Assets		
Actuarial Value (AVA) [1]	37,888,462	37,888,462
Market Value (MVA) [1]	34,518,295	34,518,295
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	16,920,900	16,920,900
Disability Benefits	647,227	647,167
Death Benefits	46,903	46,903
Vested Benefits	1,027,350	1,027,350
Refund of Contributions	130,509	130,509
Service Retirees	21,680,218	21,680,218
DROP Retirees [1]	1,788,028	1,788,028
Beneficiaries	946,621	946,621
Disability Retirees	1,830,794	1,830,794
Terminated Vested	1,471,715	1,471,715
Share Plan Balances [1]	0	0
Total	46,490,265	46,490,205

C. Liabilities - (Continued)	New Benefits 10/1/2023	Old Benefits 10/1/2023
Present Value of Future Salaries	23,518,902	23,518,902
Present Value of Future Member Contributions	1,528,729	1,528,729
Normal Cost (Retirement)	465,519	465,519
Normal Cost (Disability)	55,699	55,691
Normal Cost (Death)	2,713	2,713
Normal Cost (Vesting)	66,975	66,975
Normal Cost (Refunds)	21,541	21,541
Total Normal Cost	612,447	612,439
Present Value of Future Normal Costs	4,546,501	4,546,448
Accrued Liability (Retirement)	13,415,767	13,415,767
Accrued Liability (Disability)	236,013	236,006
Accrued Liability (Death)	27,090	27,090
Accrued Liability (Vesting)	527,140	527,140
Accrued Liability (Refunds)	20,378	20,378
Accrued Liability (Inactives) [1]	27,717,376	27,717,376
Share Plan Balances [1]	0	0
Total Actuarial Accrued Liability (EAN AL)	41,943,764	41,943,757
Unfunded Actuarial Accrued Liability (UAAL)	4,055,302	4,055,295
Funded Ratio (AVA / EAN AL)	90.3%	90.3%

D. Actuarial Present Value of Accrued Benefits	New Benefits 10/1/2023	Old Benefits 10/1/2023
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	27,717,376	27,717,376
Actives	8,603,527	8,603,472
Member Contributions	1,852,486	1,852,486
Total	38,173,389	38,173,334
Non-vested Accrued Benefits	1,094,818	1,094,818
Total Present Value Accrued Benefits (PVAB)	39,268,207	39,268,152
Funded Ratio (MVA / PVAB)	87.9%	87.9%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	55	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	55	

	New Benefits	Old Benefits
Valuation Date	10/1/2023	10/1/2023
Applicable to Fiscal Year Ending	9/30/2025	9/30/2025
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll [2]	19.86	19.86
Administrative Expenses (with interest)		
% of Projected Annual Payroll [2]	3.12	3.12
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2023, with interest)		
% of Projected Annual Payroll [2]	16.10	16.10
Minimum Required Contribution		
% of Projected Annual Payroll [2]	39.08	39.08
Expected Member Contributions		
% of Projected Annual Payroll [2]	6.50	6.50
Expected City and State Contribution		
% of Projected Annual Payroll [2]	32.58	32.58

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances.

[2] Contributions developed as of 10/1/2023 are expressed as a percentage of Projected Annual Payroll at 10/1/2023 of $3,083,666.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	*Healthy Active Lives:* **Female:** PubS.H-2010 (Below Median) for Employees, set forward one year. **Male:** PubS.H-2010 (Below Median) for Employees, set forward one year. *Healthy Retiree Lives:* **Female:** PubS.H-2010 for Healthy Retirees, set forward one year. **Male:** PubS.H-2010 for Healthy Retirees, set forward one year. *Beneficiary Lives:* **Female:** PubG.H-2010 for Healthy Retirees. **Male:** PubG.H-2010 for Healthy Retirees, set back one year. *Disabled Lives:* 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements. The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.
Interest Rate	7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0	6.5%
1 - 5	4.5%
6+	4.0%

These rates were developed in an August 17, 2018 Experience Study.

Retirement

% Retiring During the Year (< 25 Years of Service)	
Age	Rate
50	50%
51 - 52	10%
53	50%
54+	100%

These rates were developed in an August 17, 2018 Experience Study.

Termination

% Terminating During the Year	
Service	Rate
0 - 1	17%
2	10%
3 - 19	4%
20+	0%

These rates were developed in an August 17, 2018 Experience Study.

Disability Rate

Sample rates below:

% Becoming Disabled During the Year	
Age	Rate
20	0.14%
30	0.18%
40	0.30%
50	1.00%
60+	2.09%

75% of Disability Retirements are assumed to be Line-of-Duty related. These rates were confirmed in an August 17, 2018 Experience Study.

Cost-of-Living Adjustment	3.0% per year beginning at age 65.
Payroll Growth	None.
Administrative Expenses	$96,295 annually, based on the average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized over 15 years. The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL in order to comply with Actuarial Standard of Practice No. 4. Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.
Funding Method	Entry Age Normal Actuarial Cost Method.
Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.
Low-Default-Risk Obligation Measure	Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.87% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2023. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF CURRENT PLAN
(THROUGH ORDINANCE 16-2022)

Original Effective Date	August 1, 1969
Effective Date Latest Amendment	January 10, 2023
Eligibility	Full time sworn Police Officers from date of employment, including probationary period. Mandatory as a condition of employment.
Credited Service	Total years and fractional parts of years with the City as a Police Officer, whether continuous or not, so long as Member contributions attributable to such periods of service remain in Fund in the event of termination of employment with the City and subsequent reemployment within 5 years.
Salary	Salary means total compensation reportable on Form W-2 for services rendered as a Police Officer, plus tax deferred, tax exempt, and tax-sheltered items of income derived from elective employee payroll deductions or salary reductions. Effective October 27, 2015, Salary means base pay, including state funded incentives, holiday pay and overtime pay up to 150 hours per fiscal year, but excluding special detail pay, payments for unused sick and annual leave, and overtime pay in excess of 150 hours per fiscal year. Additionally, in order to comply with the regulations set forth in Senate Bill 1128, Salary will include the lesser of the amount of sick and annual leave time accrued as of June 7, 2013, or the actual amount of sick and annual leave time for which the retiree receives payment at the time of retirement.
Average Monthly Earnings	Average Salary for the highest 5 years during the 10 years immediately preceding retirement or termination.
Member Contributions	6.5% of Compensation.
Interest on Member Contributions	4.5% per year.
City Contributions	Amount required after Member contributions and State premium tax refunds in order to pay current costs and amortize unfunded past service cost over 40 years.

Normal Retirement	
Date	Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.
Benefit	3% of Average Monthly Earnings times Years of Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Cost-of-Living Adjustment	Up to 3% per year beginning at 65.
Vesting (Termination of Employment)	
Less than 10 Years	Refund of Member Contributions with interest.
10 Years or More	Accrued pension payable at age 50, or Refund of contributions with interest.
Disability	
Eligibility	Total and permanent; not able to perform useful and efficient service as a police officer. Board can require periodic re-examination. 10 years of service required for non-service incurred benefits.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	
Service Connected	Greater of 1) Accrued benefit, 2) 42% of Average Monthly Earnings, or 3) 50% of regular base pay on date of disability.
Non-Service Connected	Accrued benefit.
Duration	Benefit payable for life with 120 payments guaranteed, or until recovery (options available).
Benefit Offsets	If the 50% or 25% of pay benefit plus all Primary and Family Social Security benefits and/or all regular or periodic payments under Worker's Compensation exceeds 100% of regular base pay on the date of disability, the Plan benefit will be reduced so that the sum of all such payments equal 100% of pay. (In no event will offset reduce benefits below 42% of AME for service connected, or 25% of AME for non-service connected disability).

Board of Trustees	a. Two City Council appointees, b. Two Members of the System elected by a majority of the other covered Police Officers, and c. A fifth Member elected by the other 4 and appointed by Council.
Pre-Retirement Death	
If Not Vested or Eligible for Early or Normal Retirement	Refund of contributions plus 4.5% interest
Vested or Eligible to Retire	Accrued benefits payable to beneficiary for 10 years, or in accordance with available options.
Death After Retirement	Benefit payable in accordance with optional form of pension selected at time of retirement.
Deferred Retirement Option Plan	
Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	Actual net investment rate or fixed interest, at member's election.
Distribution	Lump sum at termination of employment.
Chapter 185 Share Account	Pursuant to Chapter 2015-39, Laws of Florida, a share plan exists but is currently not funded as the City and Membership mutually consented to allow the City to use all annual State Monies to offset its funding requirements.

Legislation Details (With Text)

File #:	24-668	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/19/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Pass on SECOND READING Ordinance 19-2024, a Zoning Text Amendment regarding Appendix A, Article V of the code of the City of Cocoa to define Transportation Terminals, a permitted use applicable to properties located in M-1 cumulative zoning district and as a special exception use in C-G General Commercial district and commercial mixed-use PUDs. (Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 19-2024 - Transportation Terminals.pdf Legal Ad City Council Dec 10, 2024.pdf 19-2024 Business Impact Estimate Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2024.
Agenda Date: December 10, 2024.
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten - City Manager
Requested Action:
Pass on **SECOND READING** Ordinance 19-2024, a Zoning Text Amendment regarding Appendix A, Article V of the code of the City of Cocoa to define Transportation Terminals, a permitted use applicable to properties located in M-1 cumulative zoning district and as a special exception use in C-G General Commercial district and commercial mixed-use PUDs.

BACKGROUND:

Ordinance No. 19-2024 proposes an amendment to the City of Cocoa Zoning Ordinance to establish a definition for "Transportation Terminals" and to distinguish it from the "Truck Parking Facilities" definition set forth in Ordinance 07-2024.

This ordinance responds to the need for a clear classification of transportation-related facilities, as current city zoning designations reference transportation terminals without providing a specific definition.

Under the proposed ordinance, "Transportation Terminals" encompass facilities supporting passenger and freight assembly and freight dispersal. These facilities are characterized by the inclusion of infrastructure such as buildings, equipment, berths, loading bays, freight yards, and

warehouses. Passenger transportation terminals offer services like ticketing and security, while freight terminals provide storage and loading amenities. Facilities used primarily for short term or long-term vehicle parking shall not be considered transportation terminals

The M-1 zoning district in the City of Cocoa is designated for light industrial uses under the City's industrial future land use category, as outlined in the Comprehensive Plan and Zoning regulations. This district includes operations associated with manufacturing, warehousing, materials processing, and distribution, also permits transportation-related facilities, including truck terminals and distribution centers, to support light industrial activities and the transportation of goods.

Given that M-1 zoned properties are adjacent to residential areas, including multifamily residential, residential agricultural, and single-family residential zoning, careful consideration must be given to minimizing the impact of industrial operations on these lower-intensity land uses.

Industrial developments should employ mitigation strategies to buffer these differences in land use intensity. These measures aim to reduce visual, noise, and traffic impacts and maintain the residential character of neighboring zones. These strategies not only comply with Cocoa’s zoning policies but also ensure that industrial activities coexist sustainably with residential areas, preserving the quality of life for residents in adjacent properties.

Including a definition for transportation terminals helps prevent misinterpretations with other similar, more intensive industrial uses, such as truck parking facilities, which are designated for the M-2 zoning district and are discouraged from being located near residential or low-intensity commercial areas.

I. **Staff Analysis**

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The introduction of a formal definition for "Transportation Terminals" is justified by the need for clarity in zoning regulations. It helps ensure that appropriate zoning requirements are met and enforced. This definition supports orderly urban development and aligns with city goals to provide structured guidelines for public and commercial transportation facilities.

The proposed zoning text amendment is anticipated to assist in attaining the following City goals and appears to be consistent with the following cited policies of the Comprehensive Plan.

FUTURE LAND USE

Policy 1.1.2.10: Industrial (IND). Industrial areas shall be regarded as appropriate for activities

associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

TRANSPORTATION

Policy 2.1.2.1: Since 2009, the City has been exempt from state-mandated transportation concurrency. However, the City will continue to monitor transportation as a matter of local law as addressed in this Comprehensive Plan.

Policy 2.1.2.2: As part of the Concurrency Management System, the City shall review proposed new developments for their impact on the roadway network.

Policy 2.1.12.2 - Encourages land use that supports public transit along designated corridors, which aligns with the establishment of transportation terminals

Staff concluded that the proposed changes will align with the goals set forth in the City of Cocoa Comprehensive Plan and aims to support zoning regulations.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

November 12, 2024 - City Council unanimously approved first reading for Ordinance 19-2024.

November 6, 2024 - City of Cocoa Planning and Zoning Board unanimously recommended approval to City Council for Ordinance 19-2024.

July 23, 2024. City Council approved Ordinance 07-2024 amending the Zoning Ordinance of the City

of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and providing a definition of Truck Parking Facilities.

RECOMMENDED MOTION:
Adopt on Second and Final Reading Ordinance 19-2024 as presented.

ORDINANCE NO. 19-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO DEFINE TRANSPORTATION TERMINALS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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, the City currently provides "transportation terminals" are a permitted use in the M-1 zoning district; passenger transportation terminals with subordinate freight facilities are a special exception use in the C-G zoning district; and passenger transportation terminals are a special exception use within commercial/mixed-use PUDs; and

WHEREAS, the City Council desires to provide a definition for the term "transportation terminals" in the Zoning Ordinance; and

WHEREAS, a "transportation terminal" use is different and distinct from "truck parking facilities," which is a permitted use recently established via Ordinance 07-2024 only in the M-2, Manufacturing and Industrial District; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; 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 Cocoa.

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article V, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article V. It is intended that the text in Appendix A, Article V 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 V. – DEFINITIONS

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

*** * ***

TRANSPORTATION TERMINALS. A transportation terminal includes both passenger transportation terminals and freight transportation terminals. Transportation terminals are facilities where passengers or freight are assembled and dispersed during transportation and must include facilities, buildings, and equipment used for the transportation or movement of people or goods. Passenger transportation facilities allow passengers to access modes of transportation such as buses, ferries, or trains, for example, and include ancillary services such as ticketing, food and security services. Freight transportation terminals shall include facilities such as berths, loading bays, freight yards, storage facilities, and warehouses to move and disperse goods. Facilities used primarily for short term or long term parking of vehicles shall not be considered transportation terminals.

*** * ***

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 on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

11/26/2024

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 11/26/2024

Legal Clerk

Notary, State of WI, County of Brown

8-21-26
My commission expires

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State of Wisconsin

ad# 10787062 11/26/24

CITY OF COCOA
NOTICE OF PUBLIC HEARING

The Cocoa City Council PROPOSE TO CONSIDER THE FOLLOWING:

PZ 24-02000005 ZONING TEXT AMENDMENT – TREE PROTECTION | ORD 18-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA REGARDING TREE PROTECTION AND PRESERVATION; AMENDING PROCEDURES RELATED TO WAIVERS OF TREE PROTECTION AND PRESERVATION REQUIREMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 24-02000006: ZONING TEXT AMENDMENT – TRANSPORTATION TERMINAL DEFINITION | ORDINANCE 19-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO DEFINE TRANSPORTATION TERMINALS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON:

December 10, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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 through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

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: December 10, 2024
Ordinance Number: 19-2024
Posted To Webpage: November 26, 2024
Revised and Reposted: December 4, 2024

TRANSPORTATION TERMINAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO DEFINE TRANSPORTATION TERMINALS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> 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.)

This ordinance responds to the need for a clear definition of transportation terminals, as current city zoning regulations reference transportation terminals without providing a specific definition.

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:
Not applicable

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
Not applicable

_____

(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.
Not applicable

_____

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The proposed ordinance codifies the City's prior administrative interpretation of the "transportation terminal" use in the M-1 district. Any existing transportation businesses affected will be very limited in number. The impetus for the zoning text amendment to add a definition of "transportation terminals" is related to inquiries received from new businesses looking to locate in the City of Cocoa.

_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

Legislation Details (With Text)

File #:	24-669	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/19/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Pass on SECOND READING Ordinance 18-2024, a Zoning Text Amendment revising tree protection and preservation standards, including procedures for waivers of these requirements, as outlined in Appendix A, Article XIII, Section 22 of the City of Cocoa Code. (Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 18-2024 Tree Protection Amendment CC 1st Reading.pdf Legal Ad City Council Dec 10, 2024.pdf 18-2024 Business Impact Estimate Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2024
Agenda Date: December 10, 2024
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action:
Pass on **SECOND READING** Ordinance 18-2024, a Zoning Text Amendment revising tree protection and preservation standards, including procedures for waivers of these requirements, as outlined in Appendix A, Article XIII, Section 22 of the City of Cocoa Code..

BACKGROUND:

The applicant, City of Cocoa, requests that the Tree Board/Planning & Zoning Board consider an amendment to the Land Development Code, Appendix A, Zoning, Article XIII, Section 22 of the City's Zoning Ordinance. This amendment aims to update tree preservation and replacement requirements, particularly for palm trees, and to clarify that the appropriate boards and the City Council will oversee waiver-related decisions. The goal is to support tree assessment and equitably balance tree preservation with the encouragement of beneficial development within the City.

Ordinance No. 20-2023, approved on October 24, 2023, introduced a new tree preservation credit system and clarified tree replacement standards. It established guidelines for tree replacement, adjusted standards related to Arbor Mitigation Fund contributions when on-site replacement is impractical, and specified credits for preserved trees, as well as penalties for unauthorized tree removal.

The 2024 ordinance amendment builds on these protections established by Ordinance No. 20-2023, aiming to further enhance tree protection and preservation regulations by:

1.**Tree Definition Expansion and Tree Replacement Standards**

Palm trees will be recognized as “trees” requiring replacement in the event of removal only if they meet a minimum trunk diameter of 12 inches and grow or are capable of growing to at least 15 feet in height. The amendment provides that should a palm tree meeting the definition of a “tree” be removed, it need only be replaced by one 3” replacement tree, regardless of the diameter of the palm tree removed. Given their distinct characteristics and lower contribution to canopy coverage, the City has placed these restrictions to prioritize ecologically beneficial tree species.

2. **Preservation Credits for Trees Preserved**

Under Appendix A, Article XIII, Section 22. (E) (d), Table 1, the existing tree ordinance grants three additional replacement credits for each tree preserved in a public conservation area dedicated to or conveyed to the City as part of a development project (excluding jurisdictional wetlands). The required minimum area that must be dedicated to or conveyed to the City in order to qualify for the additional credits has been increased from one-half acre to one acre, and the minimum width has been raised from 75 feet to 125 feet, unless otherwise approved by the City Council. The baseline tree planting requirements still apply.

3. **Waivers**

The authority to grant waivers from article XIII section 22, Landscaping Requirements and Tree Preservation been transferred from the Board of Adjustment to the Planning and Zoning Board. The Planning and Zoning Board dually serves as the City’s Tree Board and is familiar with analyzing site plans, including landscaping plans. However, whenever a waiver related to the contribution amount to the Arbor Mitigation Fund is requested, such applications will be determined solely by the City Council.

This change centralizes waiver authority for the tree and landscape code within the Planning and Zoning Board/Tree Board while reserving decisions on Arbor Mitigation Fund contributions for the City Council.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

In compliance with Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2) of the City Code,

the planning board reviewed the following key elements:

Need and Justification for Change

In 2023, the City of Cocoa proposed new standards for landscaping, land clearing, and tree protection and replacement after finding that large-scale site developments often incurred high arbor mitigation fees. Developers frequently sought relief from these fees through Development Agreements, which granted partial or full waivers in exchange for property improvements exceeding the city's minimum requirements. This new amendment builds on that approach, establishing a standardized ordinance to reduce the need for ongoing negotiations over mitigation fees, while enhancing tree preservation and replacement regulations to ensure compliance.

Ordinance 18-2024 addresses the following identified needs:

- Introducing specific provisions for palm trees, which are subject to replacement only if they exceed certain size thresholds.
- Creating a clear waiver process for developers, enabling case-by-case flexibility for waiver from landscape requirements and Tree Preservation if site constraints limit on-site tree replacement.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The amendment aligns with the City of Cocoa's comprehensive plan, particularly in areas related to sustainable development and urban beautification. By refining landscape and tree preservation standards, this ordinance will enhance compliance with local zoning codes designed to support the city's environmental and community health objectives.

The proposed changes will not negatively impact existing neighborhoods and will help clarify requirements for tree mitigation and the use of the Arbor Mitigation Fund. Additionally, these changes will not adversely affect the City's level of service standards.

Objective 12.1.6: Hydrology, Vegetation and Wildlife. Protect and conserve soils and native vegetation communities, and maintain the natural functions of the City's ecological zones in a manner consistent with Goals, Objectives and Policies of the Future Land Use Element.

STRATEGIC PLAN CONNECTION:

This amendment advances the City's strategic goals of environmental sustainability, community beautification, and quality of life for residents.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

March 14, 2017 - City Council approved Ordinance 03-2007

December 12, 2018 - City Council approved Ordinance 12-2018

August 26, 2020 - City Council approved Ordinance 12-2020

October 24, 2023 - City Council approved Ordinance 20-2023

November 6, 2024 - Planning and Zoning recommended approval of Ordinance 18-2024 to City Council.

November 12, 2024 - City Council pass first reading for Ordinance 18-2024.

RECOMMENDED MOTION:
Adopt on **SECOND READING** Ordinance 18-2024, a Zoning Text Amendment to Appendix A, Article XIII, Section 22 of the City of Cocoa Code, amending tree protection and preservation standards and procedures related to waivers of these requirements..

ORDINANCE NO. 18-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA REGARDING TREE PROTECTION AND PRESERVATION; AMENDING PROCEDURES RELATED TO WAIVERS OF TREE PROTECTION AND PRESERVATION REQUIREMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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, City Council finds that trees benefit the City by decreasing urban noise, urban heat islands, air pollution, and flooding, by providing habitat for urban wildlife, and by contributing to property values and the character of the City; and

WHEREAS, the City Council desires to ensure that the City continues to realize the benefits provided by its urban forests, as recognizes by its "Tree City USA," designation; and

WHEREAS, the City Council further desires to amend its tree preservation and replacement requirements related to replacement of palm trees and to ensure that the appropriate boards and the City Council will make decisions related to waivers from this ordinance; and

WHEREAS, on November 6, 2024, the City's Planning and Zoning Board/Local Planning Agency/Tree Board 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; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Zoning is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A, Zoning, denoted by the asterisks

and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A - ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. – Landscape requirements.

* * *

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

* * *

Tree: A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of six (6) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade. <u>For purposes of subsection (E), palm trees shall be considered a tree only to the extent that it has a trunk diameter of twelve (12) inches or greater as measured at breast height (d.b.h.) and is a palm tree species which normally grows, or is capable of growing, to an overall height of a minimum of fifteen (15) feet or greater in the central coastal area of Florida.</u>

* * *

(E) TREE PROTECTION AND PRESERVATION.

* * *

(5) Tree replacement.

(a) As a condition of granting a tree removal permit, the applicant shall be required to replace trees being removed at its sole cost.

(b) Tree species. Whenever possible and practicable, trees should be replaced with the same species as those removed 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. When palm trees are removed, they are required to be replaced as provided in Table 2 only when the tree has a trunk diameter of twelve (12) inches or greater as measured at breast height (d.b.h.) and is a palm tree species which normally grows, or is capable of growing, to an overall height of a minimum of fifteen (15) feet or greater in the central coastal area of Florida. 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 (35) percent 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 (structure and seven and one-half (7 ½) feet around the perimeter) 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 trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section, excluding wetland areas that are to remain undisturbed and existing conservation areas:

TABLE 1.

D.B.H of Preserved Tree	Reduction in Replacement Trees* **
6"—23"	For every 12" preserved, 1 credit
24"—35"	8 Credits
36"—42"	10 Credits
Greater than 42"	12 Credits
* One credit is equivalent to a 3" replacement tree.	
** For each tree located within a public conservation area dedicated to the city as part of a development project or within an area to be conveyed to the city (excluding jurisdictional wetlands determined by the St. John's River Water Management District or the U.S. Army Corp of Engineers, or as depicted on the map of existing wetlands in the city comprehensive plan), three (3) additional replacement tree credits may be applied for each tree preserved within the area. However, the minimum tree planting requirements set forth in Subsection (D) shall still apply. Such public conservation area or land area conveyed to the city must be at least ~~one-half~~ one acre with widths not less than ~~75~~ one-hundred twenty-five (125) feet, unless otherwise approved by the city council.	

(e) Size and number of replacement trees. Where replacement tree(s) are required, the appropriate number of trees shall be planted as provided in Table 2, less any replacement credit for preserved trees. Further, trees removed within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter) 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.

TABLE 2—Tree Replacement Standards

D.B.H. of Protected Tree	Number of Replacement Trees Required for Each Tree Removed	Minimum Size of Replacement Tree	Total Replacement Required (Inches)
Palm Tree (12” or greater)	1	3”	3”
6"—12"	1	3"	3"
13"—23"	4	3"	12"
24" and above (Specimen)	Minimum of 9	3"	Minimum 27" or equivalent to inches removed

* * *

(h) Waiver. ~~The board of adjustment~~ Except as provided herein, the planning and zoning board may grant a waiver to provisions of this subsection in accordance with the criteria and procedures established in Article XVII, Section 8 of the Zoning Ordinance related to Waivers from certain Code provisions. ~~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~~. Any applications for a waiver related to the contribution amount to the Arbor Mitigation Fund shall be solely determined by the City Council after considering whether 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.

* * *

ARTICLE XVII. – BOARD OF ADJUSTMENT: POWERS AND DUTIES

* * *

(A) GRANTED BY BOARD OF ADJUSTMENT. The board of adjustment may grant a waiver from the strict application of the following provisions or sections of the Cocoa Code, providing the procedures in section 8(C) are followed and findings made:

~~(1) Article XIII, section 22—Landscaping Requirements;~~

(~~2~~ 1) Article XIII, section 19—Stormwater Retention Facilities;

(~~3~~ 2) Article XIII, section 5—Visual Screens (fences, walls, hedges);

(~~4~~ 3) Article XII—Off-street Parking and Loading Regulations;

~~(5) Article XI—Tree Preservation;~~

(~~6~~ 4) Chapter 18, article IV, Division 2. Standards and Specifications, section 18-120(D) Concrete Curb and Gutter;

(~~7~~ 5) Chapter 3, Advertising and Signs;

(~~8~~ 6) Article XIII, section 4—Access Control; and

(~~9~~ 7) Article XIII, section 15—Vehicular Use Areas.

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 Resolution.** 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 on the _____ day of _____, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

First Reading: _____
Legal Ad Published: _____
Second Reading: _____

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

11/26/2024

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 11/26/2024

Legal Clerk

Notary, State of WI, County of Brown

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CITY OF COCOA
NOTICE OF PUBLIC HEARING

The Cocoa City Council PROPOSE TO CONSIDER THE FOLLOWING:

PZ 24-02000005 ZONING TEXT AMENDMENT – TREE PROTECTION | ORD 18-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA REGARDING TREE PROTECTION AND PRESERVATION; AMENDING PROCEDURES RELATED TO WAIVERS OF TREE PROTECTION AND PRESERVATION REQUIREMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 24-02000006: ZONING TEXT AMENDMENT – TRANSPORTATION TERMINAL DEFINITION | ORDINANCE 19-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO DEFINE TRANSPORTATION TERMINALS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON:

December 10, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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 through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

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: December 10, 2024
Ordinance Number: 18-2024
Posted To Webpage: November 26, 2024
Revised and Reposted: December 4, 2024

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

TREE PROTECTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA REGARDING TREE PROTECTION AND PRESERVATION; AMENDING PROCEDURES RELATED TO WAIVERS OF TREE PROTECTION AND PRESERVATION REQUIREMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> 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.)

This amendment aims to update tree preservation and replacement requirements, particularly for palm trees, and to clarify that the appropriate boards and the City Council will oversee waiver-related decisions.

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:
Not applicable. Tree replacement standards are modified to relax the replacement standards for palm trees.

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

See above. Replacement costs for palm trees are anticipated to be reduced.

_____

(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.
Not applicable

_____

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:
Not applicable. Tree removal permits fees and land use application fees remain unchanged.

_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

Legislation Details (With Text)

File #:	24-695	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/2/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	

Title: Consideration, on 2nd reading, of an ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree; amending the list of permitted and special exception uses for the Consent Decree Area; amending the building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay District as more particularly depicted on exhibit “A” attached hereto; and amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree Area; amending the minimum yard setbacks in the Consent Decree Area; and updating the building types table for consistency with the list of permitted uses for the Consent Decree Area. (Planner)

Sponsors:

Indexes:

Code sections:

Attachments:
Ordinance 11-2024 Revising RU-2-10 Authorizing Mixed Use and Amending Setbacks and Lot Size v 3
Ex. A Cocoa GIS Regulating Plan Map Revision October 8 2024_Final.pdf
Exhibits B-H (11-7-24).pdf
Consent Decree Future Land Use Map.pdf
Consent Decree Zoning Map.pdf
Houston Substitute Consent Decree
Attachment 1 - Update on Heart of Cocoa Substitute Consent Decree 03-2018.pdf
11-2024 Business Impact Estimate Cocoa_Rev.pdf
Legal Ad Affidavit 11-2024 P&Z 08-07-2024.pdf
Legal Ad Affidavit 11-2024 Council 1st Read 08-27-2024.pdf
Legal Ad Affidavit 11-2024 Council 2nd Read 12-10-2024.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2024.
Agenda Date: December 10, 2024.
Prepared By: Jennifer Webster, Planner, City of Cocoa
Through: Stockton Whitten, City Manager
Requested Action:
Consideration, on 2nd reading, of an ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for Neighborhood Commercial, Mixed-Use development, and public parking on

certain very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree; amending the list of permitted and special exception uses for the Consent Decree Area; amending the building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay District as more particularly depicted on exhibit “A” attached hereto; and amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree Area; amending the minimum yard setbacks in the Consent Decree Area; and updating the building types table for consistency with the list of permitted uses for the Consent Decree Area.

BACKGROUND:

This is a City initiated LDC amendment to Appendix A, Article XI, Sections 4A and 22 the City of Cocoa’s zoning regulations, specifically targeting the RU-2-10 district which is the Heart of Cocoa sub-district of the Cocoa Waterfront Overlay District, also known as the “Consent Decree Area”. (For the purposes of this report, the terms “Heart of Cocoa”, “Consent Decree Area or CDA” and the “RU-2-10 District” shall be synonymous).

The Consent Decree Area is generally bounded by several major roadways: Florida Avenue on the east, SR 520 on the north; US 1 on the west; and Rosa L. Jones Blvd. on the south. The parcels specifically designated for commercial and mixed-use developments are located primarily near the perimeter of the CDA, adjacent to existing neighborhood commercial corridors in Cocoa Village.

The Heart of Cocoa Consent Decree of 1990 is an agreement that was adopted in the federal district court case in a settlement negotiation between Beatrice Houston and the City of Cocoa which addresses legal obligations and agreements between both parties regarding the preservation of the neighborhood’s historic cultural heritage. The Consent Decree aimed to balance community development goals with the protection of residents' rights and interests, particularly those of low-income and minority populations. It provides a legal framework for sustainable growth and equitable housing practices within the City of Cocoa’s designated areas.

The 1990 Consent Decree was replaced by a Substitute Consent Decree in 2009 which legally binds the City of Cocoa to specific zoning and development regulations. Southern Legal Counsel, located in Gainesville Florida, monitors the City’s enforcement of and compliance with the Substitute Consent Decree and has received notice of the proposed amendments.

The Substitute Consent Decree requires that the City (1) maintain the Consent Decree Area’s low-density residential character; (2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low-density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and (3) continue to encourage the production and development of affordable homes in the CDA by the private sector through zoning incentives for the CDA including, but not limited to, any incentives that are currently in place. (For more history on the Heart of Cocoa / Consent Decree Area, please see Supporting Attachment “1”.)

The RU-2-10 Zoning District is unique to the Consent Decree Area and currently allows for single-family and multi-family development. This amendment is intended to add uses for limited neighborhood commercial and mixed-use developments within the CDA on specifically designated

parcels as described in the revised Regulating Plan of the Waterfront Overlay District (Exhibit “A”) consistent with the Substitute Consent Decree. The Regulating Plan guides the location and intensity of development on these specific parcels and establishes design and construction requirements, such as setback distances, lot coverage, building types on the commercial and mixed-use lots, and parking provisions on designated City-owned lots to mitigate potential issues stemming from an increase in commercial activities.

The proposed ordinance allows for these limited commercial activities and public parking only on specified properties, ensuring that the Substitute Consent Decree requirements are observed while facilitating compatible economic development and maintaining neighborhood character and quality of life in the Heart of Cocoa.

SUMMARY OF CODE REVISIONS:

1. **Zoning and Land Use**

The RU-2-10 Low Density Single-Family and Multiple Family District rules are currently designed for an area with a mix of low-density multi-family housing, single-family homes. Staff proposes to add neighborhood commercial development to this district for designated properties. The properties that are proposed to be designated on the Regulating Plan for either single-story neighborhood commercial or mixed-use small/medium buildings with neighborhood commercial uses permitted on the ground floor were selected in accordance with Section I, Zoning, Subsection 3(2) and Section II, CRA’s Redevelopment Plan, Subsection 7 of the Substitute Consent Decree. Section I, Zoning, Subsection 3(2) provides that the City continues to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low-density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use. Staff conducted a review of the properties that were utilized for commercial purposes at the time of the Substitute Consent Decree’s approval and determined whether those properties were still used for commercial purposes that are encouraged for replacement. Such properties were designated with a SC/CM or SC/CS on the Regulating Plan. In addition, Section II, CRA’s Redevelopment Plan, Subsection 7 of the Substitute Consent Decree provides that the City and Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the CDA by supporting appropriate neighborhood commercial uses on CDA lots as provided in Section I.(3)(2) and on CDA lots located along the outermost perimeter of the CDA and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive. Thus, the majority of the properties designated on the Regulating Plan with a SC/CM or SC/CS building type were selected because of their location along the perimeter of the CDA in accordance with the Substitute Consent Decree.

On those lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan, the following neighborhood commercial uses shall be permitted either in a single-story commercial building or on the ground floor in a mixed-use building in which residential is the primary use:

(a) Professional services/office.
(b) Gym and Fitness Facilities, less than 7500 square feet.
(c) Personal service establishments, beauty, barber, laundry, dry cleaning, tailor shops and similar uses.
(d) Restaurants.
(e) Retail stores (except automotive) with no outside storage.

(f) Medical and dental clinics.
(g) Animal clinics

Child care centers and day care facilities has been added as a use by special exception.

Additionally, electronic communication/transmission facilities and exchanges will no longer be a permitted use in the RU-2-10 district, and has been removed from the list of uses.

The uses table - ART XI, Sec. 22 (F) Uses - was also updated to include the above uses as permissible in the Heart of Cocoa.

Also, “townhouses” has been added after “Multifamily dwellings” to the list of principle uses and structures, still limited to (4) units per building.

In addition, the proposed ordinance designates certain City-owned properties within the Consent Decree Area for public parking. This aims to mitigate potential parking issues stemming from increased commercial and mixed-use development activities. (Regulating Plan, Exhibit “A”).

2. Bulk Regulations

The table reference under Section E - Bulk Regulations for minimum lot area and minimum lot depth has been deleted and language has been added to align with the Waterfront Overlay District’s Regulating Plan, as follows:

“Bulk regulations related to minimum lot area, minimum lot width, minimum lot depth, lot coverage, and maximum height shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such bulk regulations may vary based on the street location and building type selected. The maximum density shall be determined by referring to the Future Land Use Element of the City of Cocoa Comprehensive Plan”

3. Yard Requirements

Minimum yard setbacks have been deleted and language has been added to align with the Waterfront Overlay District’s Regulating Plan, as follows:

“Minimum yard requirements shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such minimum yard requirements may vary based on the street location and building type selected.”

4. Building Types

Specific building types are currently permitted by the Subdistrict when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

In the neighborhood commercial uses, the building types permitted are Commercial/Mixed-Use -

Small (CS), Commercial/Mixed-Use - Medium (CM), and Single-Story Commercial (SC) buildings (Exhibits “B”, “C”, and “D”). These amendments ensure that new developments adhere to desired size, scale, and architectural standards suitable for the Consent Decree Area. In particular, the height of these building types is limited to three (3) stories in the Consent Decree Area to ensure compatibility and maintaining the low-density residential character of the neighborhood.

The Waterfront Overlay District and the Regulating Plan also regulate the residential building types that are allowed in the Heart of Cocoa, examples of which are shown in Exhibits “E” and “F” and in the Allowable Building Types table in the Regulating Plan. Two residential building types have been added to the list of those permitted in the Consent Decree: Apartment Building and Courtyard Apartments, limited to (4) units per building (Exhibits “G” and “H”). The Allowable Building Types table was also updated to be consistent with the list of these permitted uses in the Consent Decree.

ANALYSIS

I. Zoning Code

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

Staff Finding: As the Substitute Consent Decree mandates the encouragement of the voluntary replacement of Wholesale Commercial (C-W) uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses, such as mixed-use developments where residential serves as the primary use, this proposed amendment provides a mechanism for this transition of C-W uses to less intense, more neighborhood-compatible commercial uses.

Given the recent increase in development along Florida Avenue adjacent to the Consent Decree Area and the likely increased neighborhood commercial and mixed-use development within the CDA as a result of this ordinance, staff recommends designating certain City-owned properties within the CDA for public parking uses in order to support such neighborhood commercial uses.

The transition from C-W uses to less intense neighborhood commercial uses (on designated lots) will provide opportunities for small businesses that may directly support the needs of Heart of Cocoa residents. The parking provision will improve traffic flow and pedestrian safety. Introducing commercial uses closer to residential neighborhoods helps reduce the number and length of automobile trips by encouraging pedestrian and bike travel. This initiative supports the City’s infrastructure goals by enhancing accessibility and walkability within the CDA.

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 this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding: The proposed amendment expands the permitted uses in the RU-2-10 district to include neighborhood commercial activities and mixed-use developments. This aligns with the Comprehensive Plan’s goals of promoting diverse land use patterns that support residential growth

while accommodating compatible commercial activities in designated areas. The proposed amendment is anticipated to assist in attaining the following cited goals and objectives of the City of Cocoa Comprehensive Plan:

I. FUTURE LAND USE ELEMENT

GOAL 1.1 Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1: Future Land Use Categories Established. The city hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities

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.

A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.

B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.

C. The City may permit increased densities up to 12 units per acre as part of planned residential development or planned redevelopment activities based on the following criteria:

1. Redevelopment through rehabilitation and improvement of substandard or deteriorating housing.

2. For planned redevelopment activities, preservation and improvement of neighborhoods containing affordable single family and multiple family housing, especially where neighborhoods contain vacant lots or abandoned commercial uses.

3. Use of a variety of building and site designs, housing types and efficient construction techniques that lower construction cost.

4. Provide for more efficient use of land and protection of the existing neighborhoods, natural systems, and historic resources.

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

Policy 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Policy 1.1.4.8: The City shall continue to monitor and, as appropriate, conduct parking studies to examine the demand and availability of parking in the Cocoa (Downtown) Redevelopment Area.

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.2: The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.9: Sustainability/Energy Efficiency. The City shall aim at achieving a sustainable/energy efficient environment by minimizing the emission of greenhouse gases and reducing the vehicle miles traveled.

Policy 1.1.9.2: The City shall promote walking, bicycle riding and use of public transit by requiring compact design, shared facilities between adjacent or nearby uses, and providing for interconnected walkways, bicycle ways and parking, and bus stops as part of development approvals, where applicable.

Objective 1.1.10: Plan Implementation. The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of the Comprehensive Plan.

III. TRANSPORTATION ELEMENT

GOAL 1.2: The City of Cocoa shall place a strong emphasis on requiring quality integrated mixed-use development to improve the appearance of the City, increase property values and achieve a higher quality of life for its businesses, residents and visitors.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate "Smart Growth" principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.1: The City should encourage public-private partnership to develop mixed-use projects at key-locations in the Central Business District, and entice others to do the same.

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Policy 1.2.1.2: Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; treelined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

III. HOUSING ELEMENT

Objective 3.7.5: Community Revitalization. The City shall continue to support the revitalization of its Florida Enterprise Zone, its designated Florida Brownfield Area, the Diamond Square Redevelopment Area and the Heart of Cocoa Area concentrating on issues such as crime, economic development, and affordable housing.

Policy 3.7.5.1: The City shall support reasonable efforts to make these areas economically diversified neighborhoods with housing, shopping, public transportation, health services, schools, and employment opportunities for all.

Policy 3.7.5.6: The City shall promote design standards that encourage image improvement opportunities in the neighborhood.

The proposed changes will not negatively impact existing neighborhood and will further the objectives of the Substitute Consent Decree by supporting development for low-density single-family and multi-family housing, and low-intensity neighborhood commercial use.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

August 7, 2024 Planning and Zoning Board recommended approval to City Council for approval of Ordinance 11-2024.

August 27, 2024 City Council unanimously approved on 1st read Ordinance 11-2024.

RECOMMENDED MOTION:
Staff recommends the City Council **APPROVE** this 2nd Reading of proposed Ordinance 11-2024.

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ORDINANCE NO. 11-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; UPDATING THE BUILDING TYPES TABLE FOR CONSISTENCY WITH THE LIST OF PERMITTED USES FOR THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa is subject to the Substitute Consent Decree, approved by the United States District Court, Middle District of Florida, in *Houston, et. al. v. City of Cocoa, et. al.*, Case No: 6:89-CV-00082-PCF, which requires that the City maintain that certain area of the City referred to as the Consent Decree Area or the "Heart of Cocoa" as low density residential in character; and

WHEREAS, the low density residential zoning district RU-2-10, is a zoning designation only utilized by the City in the Consent Decree Area for the sole purpose of complying with the Substitute Consent Decree and implementing the requirements of the Substitute Consent Decree; and

WHEREAS, the Substitute Consent Decree requires that the City shall maintain zoning regulations that apply to the Consent Decree Area which are intended to (1) maintain the Consent Decree Area's low density residential character; (2) continue to encourage the voluntary

replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses such as mixed use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and (3) continue to encourage the production and development of affordable homes in the Consent Decree Area by the private sector through zoning incentives for the Consent Decree Area including, but not limited to, any incentives that are currently in place; and

WHEREAS, the Substitute Consent Decree provides that the City and the Cocoa Community Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the Consent Decree Area by supporting appropriate neighborhood commercial uses on Consent Decree Area lots currently utilized for Wholesale Commercial uses that are encouraged to be replaced and on lots located along the outermost perimeter of the Consent Decree Area and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive; and

WHEREAS, the City Council desires to amend the RU-2-10 zoning district and the Cocoa Waterfront Overlay District, Heart of Cocoa Subdistrict, to implement the provisions of the Substitute Consent Decree encouraging neighborhood commercial and mixed use development with neighborhood commercial and multi-family residential uses on those certain lots designated on the Regulating Plan attached hereto as "Exhibit A"; and

WHEREAS, given the recent increase in development along Florida Avenue adjacent to the Consent Decree Area and the likely increased neighborhood commercial and mixed-use development within the Consent Decree Area as a result of this ordinance, the City Council further desires to designate certain selected properties within the Consent Decree Area owned by the City of Cocoa for public parking uses in order to support such neighborhood commercial uses; and

WHEREAS, this Ordinance also amends the Zoning Ordinance of the City to effectuate the goal of encouraging neighborhood commercial and mixed use development on certain lots within the Consent Decree Area, consistent with the Substitute Consent Decree, by amending the list of permitted and special exception uses within the RU-2-10 District to include townhouses and specify certain neighborhood commercial uses that will be allowed and allow for certain mixed-use and single-story commercial building types to be constructed on such properties; and

WHEREAS, the City desires to further modify the setbacks within the Consent Decree Area to be consistent with the Cocoa Waterfront Overlay District regulations and encourage development on substandard lots within the Area and to clarify minimum lot sizes required for certain types of development to ensure consistency with the Low Density Residential Future Land Use requirements in the City's Comprehensive Plan; and

WHEREAS, the City also desires to update the Building Types allowed in the Consent Decree Area to provide corresponding allowed building types, including Apartment Building and Courtyard Apartment, for the already permitted use of multi-family development with no more than four (4) units per building; 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 this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article Article XI, Sections 4A and 22, 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 Appendix A, Article XI. It is intended that the text in Appendix A, Article XI 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. 4A. District and intent—RU-2-10, Low Density Single-Family and Multiple-Family District.

The provisions of this district are intended to apply to an area of mixed, low density multifamily, ~~and~~ single-family residential, and neighborhood commercial development in close proximity to major collector and arterial streets and, after the effective date of Ord. 02-2021 [April 13, 2021], shall be specifically limited to the real property subject to the Substitute Consent Decree as ordered on January 28, 2009.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multifamily dwellings and townhouses of not more than four (4) units per building.

(2) Single-family dwellings.

(3) Multifamily dwellings of more than four (4) units, provided such use was in existence as of the date of adoption of this ordinance.

(4) That specific use of land and structures legally existing as of March 8, 1988, provided such use was a permitted use in the CW district as of March 8, 1988, and certain other CW and CC permitted uses as follows:

(a) Any lot of record containing such a specific CW use legally existing as of March 8, 1988, may be converted to (1) warehousing or wholesaling in a completely enclosed structure as provided by article XI, section 15(A) (2), or (2) service or repair establishments limited to dry cleaning and laundry plants, business services, printing plants, welding shops, and light assembly/manufacturing as provided by article XI, section 15(A) (3) and (10); and

(b) Any lot of record containing such a specific CW use legally existing as of March 8, 1988, and any such lot of record subsequently converted to an alternative CW use as provided in subsection (a) may be converted to any use permitted in the CC district under article XI, section 18(a) (1)—(12) as of the date of adoption of this ordinance;

Provided that, once such specific CW use legally existing as of March 8, 1988, has been converted to a CC use pursuant to subsection (b) hereof, or has been converted to a residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to such specific CW use or to any alternative CW use provided in subsection (a) hereof. Once any specific CW use legally existing as of March 8, 1988, or any CC use permitted pursuant to subsection (b) hereof has been converted to any residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to any CC use permitted by subsection (b) of this section. The owner of a principal use set forth in this section shall have the right to continue such principal use on a lot of record until and unless such use is so converted or abandoned.

(5) That specific use of land and structures legally existing as of the date sixty (60) days following the date of the adoption of this ordinance provided such use was a permitted use in the CC district as of the date of the adoption of this ordinance, and certain other CC permitted uses as follows: any lot of record containing such specific CC use or any lot of record containing a specific CC use legally existing as of the date of the adoption of this ordinance may be converted to any other use permitted in the CC district under article XI, section 18(a)(1)—(12) as of the date of the adoption of this ordinance, provided that, once any such CC use has been converted to any residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to any CC use. The owner of a principal use set forth in this section shall have the right to continue such principal use on a lot of record until and unless such use is so converted or abandoned.

(6) On those lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan, the following neighborhood commercial uses shall be permitted either in a single-story commercial building or on the ground floor in a mixed-use building in which residential is the primary use:

(a) Professional services/office.

(b) Gym and Fitness Facilities, less than 7500 square feet.

(c) Personal service establishments, beauty, barber, laundry, dry cleaning, tailor shops and similar uses.

(d) Restaurants.

(e) Retail stores (except automotive) with no outside storage.

(f) Medical and dental clinics.

(g) Animal clinics without kennels.

(7) Public parking shall be permitted on those municipally-owned lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan.

(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) Reserved.

(5) Sewer lift stations.

(6) Churches, rectories, parish houses, temples, synagogues and associated buildings, including educational and recreational facilities.

(7) Security mobile home located upon public property.

~~(8) Electronic communication/transmission facilities and exchanges.~~

(8) Child care centers and daycare facilities.

(D) PROHIBITED USES AND STRUCTURES.

(1) All uses not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

~~Minimum Lot Area~~	~~Minimum Lot Width~~	~~Minimum Lot Depth~~	~~Maximum Lot Coverage~~	~~Maximum Height~~
	~~*Single Family or Duplex*~~			
~~5,000 sq. ft.~~	~~50 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~
	~~*Triplex*~~			
~~7,500 sq. ft.~~	~~50 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~
	~~*Fourplex*~~			
~~10,000 sq. ft.~~	~~100 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~

Bulk regulations related to minimum lot area, minimum lot width, minimum lot depth, lot coverage, and maximum height shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such bulk regulations may vary based on the street location and building type selected. The maximum density shall be determined by referring to the Future Land Use Element of the City of Cocoa Comprehensive Plan.

(F) MINIMUM LIVING AREA.

Single family—One thousand (1,000) square feet.

Duplex—Seven hundred fifty (750) square feet each unit.

Triplex—Seven hundred fifty (750) square feet each unit.

Fourplex—Seven hundred fifty (750) square feet each unit.

(G) MINIMUM YARD REQUIREMENTS.

~~*Front setback*—Twenty-five (25) feet.~~

~~*Side interior lot setback*—Eight (8) feet.~~

~~*Side corner lot setback*—Fifteen (15) feet.~~

~~*Rear setback*—Fifteen (15) feet~~

Minimum yard requirements shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such minimum yard requirements may vary based on the street location and building type selected or, for existing buildings, determining the most similar allowed building type to the existing building.

* * *

Sec. 22. – Cocoa Waterfront Overlay District.

* * *

(F) *Uses*. The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	* * * [Remainder of Table unchanged]
	RU-2-10	
* * *		
Residential		
* * *		
Single family, attached dwellings/Townhouse	<u>P</u>	
* * *		
Office		
Professional Service/office	<u>RP [2]</u>	
* * *		
Community/Services Uses		
Child care centers, day nurseries, kindergartens	<u>SE</u>	

Clinic, Animal	RP [2]	
* * *		
Electronic communication/ trans facilities & exchanges	~~SE~~	
* * *		
Medical & Dental Clinics & Labs	RP [2]	
* * *		
Commercial		
* * *		
Gym and Fitness facilities less than 7500 square feet	RP [2]	
* * *		
Parking, public or private	RP [3]	
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor	RP [2]	
* * *		
Restaurants	RP [2]	
Retail Stores (Except Automotive)	RP [2]	

* * *

[1] Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (I). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

[2] Only in single-story commercial buildings and on the ground floor in mixed use buildings where residential is the primary use.

[3] Public parking on municipally-owned lots only.

* * *

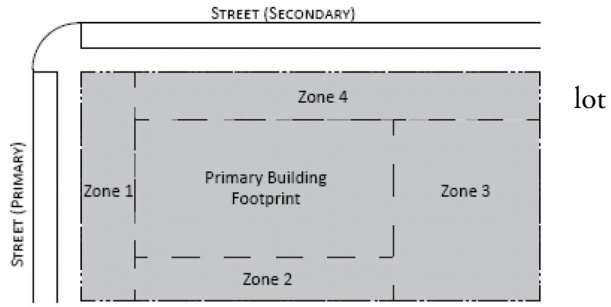
(I) *Building Types.* Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

1. *Lot requirements:* Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage;
2. *Building envelope:* Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards for Urban and Suburban development. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback; and
3. *Accessory Structure Envelope:* Provides the setbacks and maximum building footprints permitted for accessory structures. In no case shall an accessory structure exceed the height of the primary structure on the parcel.
4. *Building height:* Provisions for permitted heights in stories (st). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed

twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height shall be measured from finished floor.

5. *Parking provisions:* The amount of parking shall be determined by Article XII, Off street parking, of the Land Development Regulations. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel in accordance to Appendix A, Article 12. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:



Zone 1: The right-of-way of any primary street.

Zone 2: Any common interior lot line.

Zone 3: Any rear lot line.

Zone 4: The right-of-way of any secondary street.

6. *Private frontages,* refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

Design Districts and Building Types Table

Design District	***	Town house (TH)	Apartment Building (AB)	Courtyard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	***	Single Story Commercial (SC)	***
Cocoa Village (CV)		RP	P	P	P	P		RP	
Heart of Cocoa (HC)		P(1)	P(1)	P(1)	~~(2)~~ RP (2)	RP(2)		RP(2)	
King/Willard Corridor (KW)		RP	RP	RP	P	P		P	

Uptown Neighborhood (UN)		P							
South of the Village (SV)		P	RP	RP	RP				
South End (SE)		P	P	P	P	P		RP	
Waterfront (WF)			P	P	P	P		RP	
North of Village (NV)		P	P	P	P	P		RP	

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

(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 by 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 the Cocoa Village and respective subdistrict, and other similar relevant factors.

Section 2. **Regulating Plan Amendment.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as **Exhibit "A"** and fully incorporated herein by this reference.

Section 3. **Building Type Amendment.** Appendix A, Zoning, is hereby amended to delete the Building Type requirements for House (HS), Cottage (CO), Apartment Building (AB), Courtyard Apartment (CA), Commercial/Mixed-Use – Small (CS), Commercial/Mixed-Use Medium (CM), and Single Story Commercial (SC) Buildings as set forth in Article XI, Section 22(I), City Code, and replace such requirements with the Building Type requirement sheets attached hereto as **Exhibits "B"** through **"H."**

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of other ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of 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 _____ day of _____, 2024.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

REGULATING PLAN

EXHIBIT B
Commercial/Mixed-Use Small (CS) Building Type

EXHIBIT C
Commercial/Mixed-Use Medium (CM) Building Type

EXHIBIT D
Single Story Commercial (SC) Building Type

EXHIBIT E
Cottage (CO) Building Type

EXHIBIT F
House (HS) Building Type

EXHIBIT G
Apartment Building (AB) Building Type

EXHIBIT H
Courtyard Apartment (CA) Building Type

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

10/8/2024

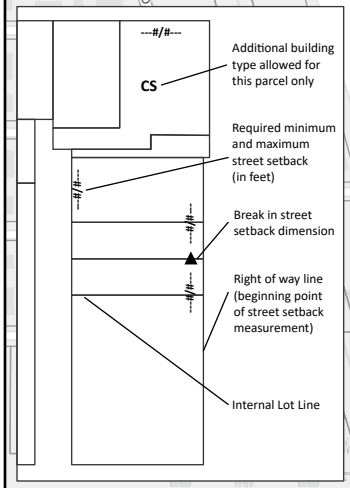
Sub-District	Allowable Building Type														
	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mixed *Small CS	Comm/Mixed *Med CM	Comm/Mixed *Large CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI	Parking 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.

N

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)



0 300 600 Feet

P20240702-129004.0

CS COMMERCIAL/ MIXED-USE - SMALL

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.

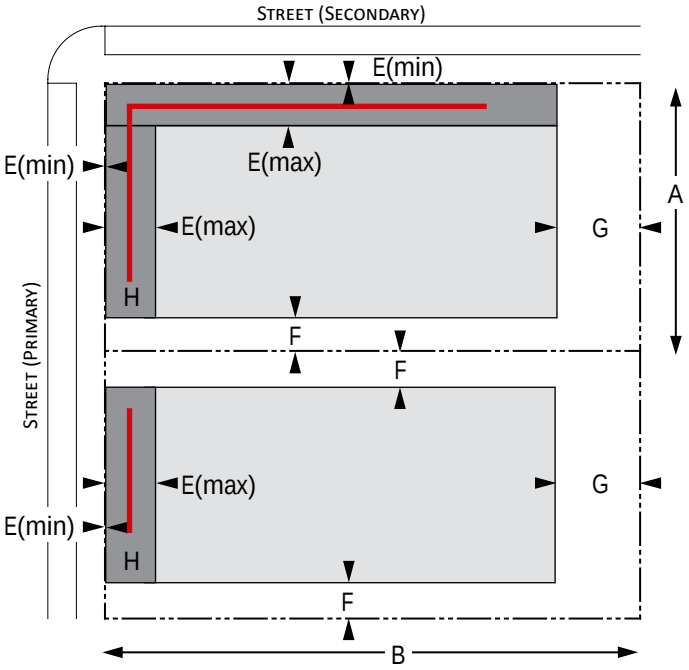
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15(1)	60(1)
B - Lot Depth (ft)	80(1)	120(1)
C - Lot Size (sf)	1,800(1)	7,200(1)
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	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)	2	4(2)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

(1) Lot width, depth, and size may vary in Heart of Cocoa.
(2) 3 stories maximum in Heart of Cocoa.

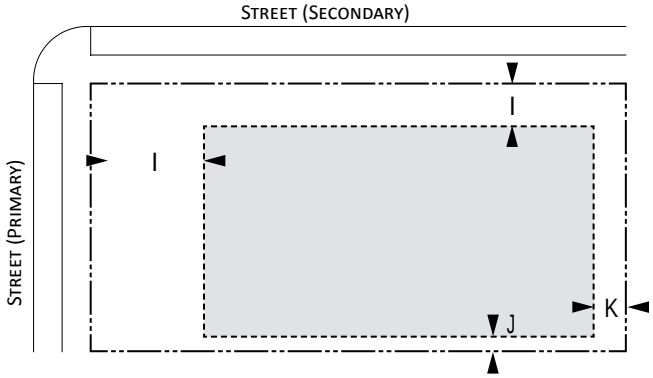


EXAMPLE

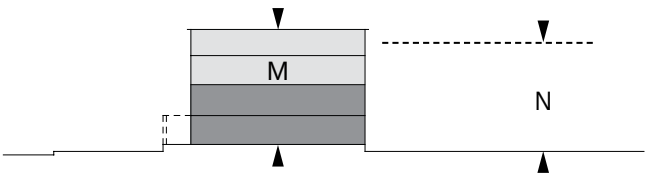
LOT REQUIREMENTS AND BUILDING ENVELOPE



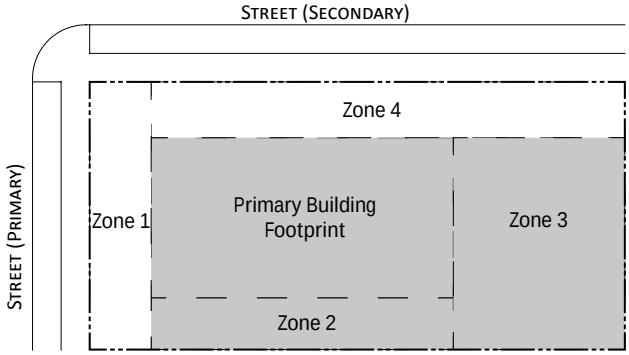
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.

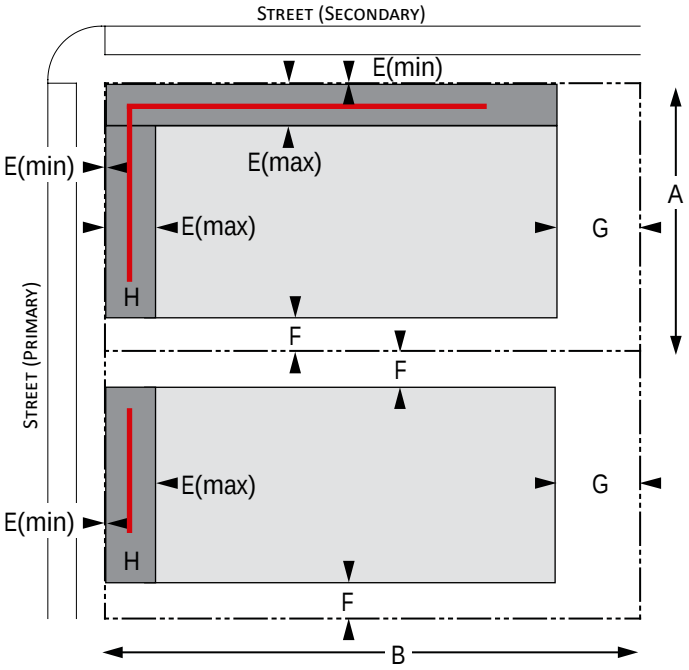
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60(1)	120(1)
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
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)	2	5(2)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

(1) Lot width may vary in Heart of Cocoa.
(2) 3 stories maximum in Heart of Cocoa.

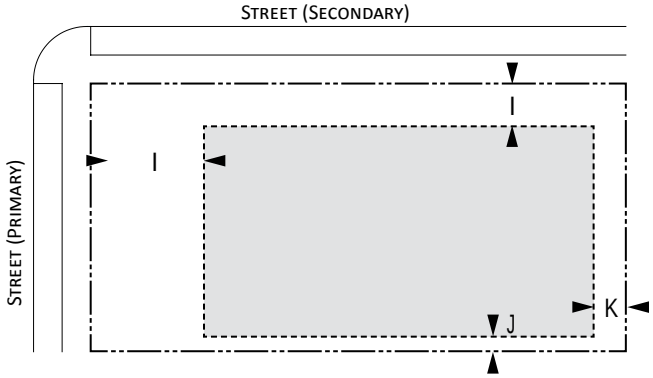


EXAMPLE

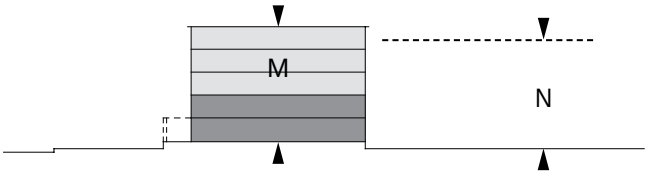
LOT REQUIREMENTS AND BUILDING ENVELOPE



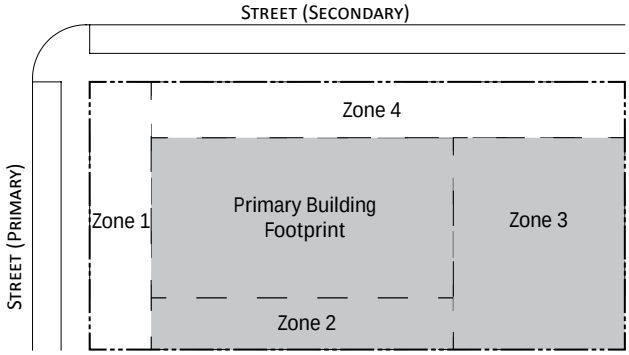
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



SC SINGLE STORY COMMERCIAL BUILDING

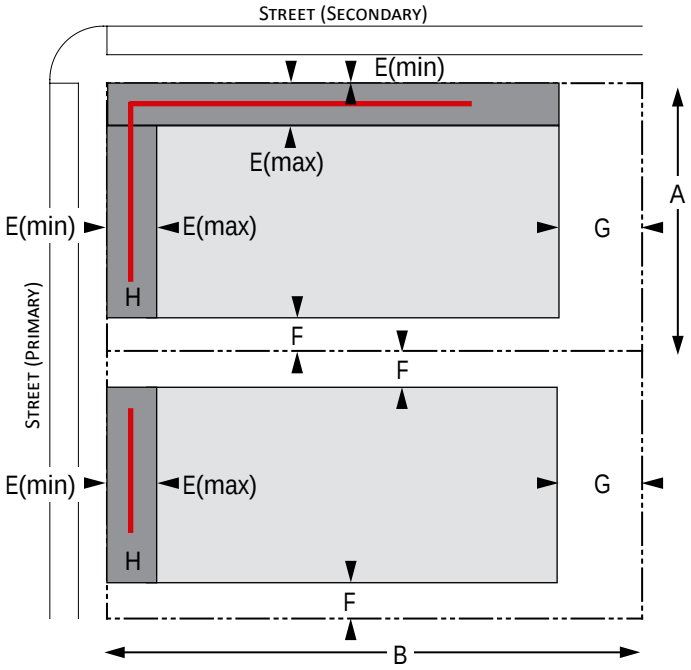
A building lot located and designed to accommodate single use office and retail.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50(1)	300(1)
B - Lot Depth (ft)	100(1)	400(1)
C - Lot Size (sf)	5,000(1)	90,000(1)
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 (%)	50	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	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
(1) Lot width, depth and size may vary in Heart of Cocoa.	C	

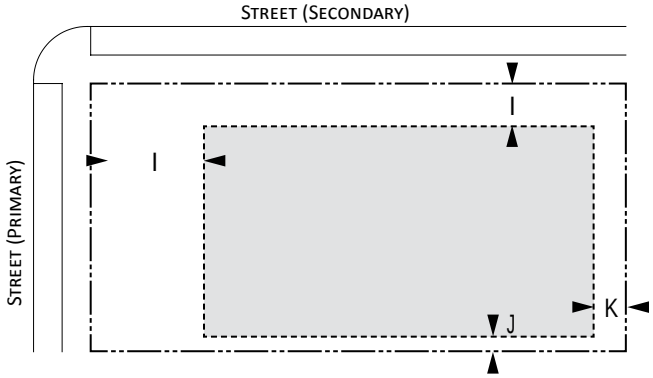


EXAMPLE

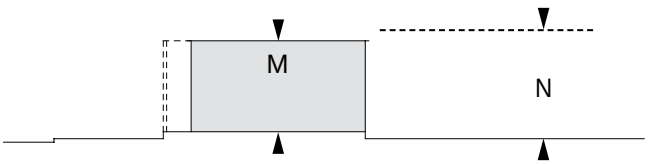
LOT REQUIREMENTS AND BUILDING ENVELOPE



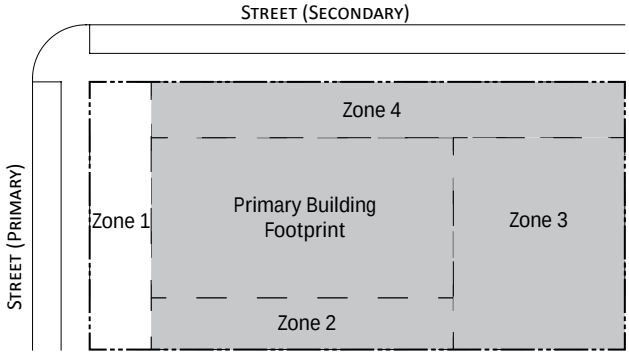
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CO COTTAGE

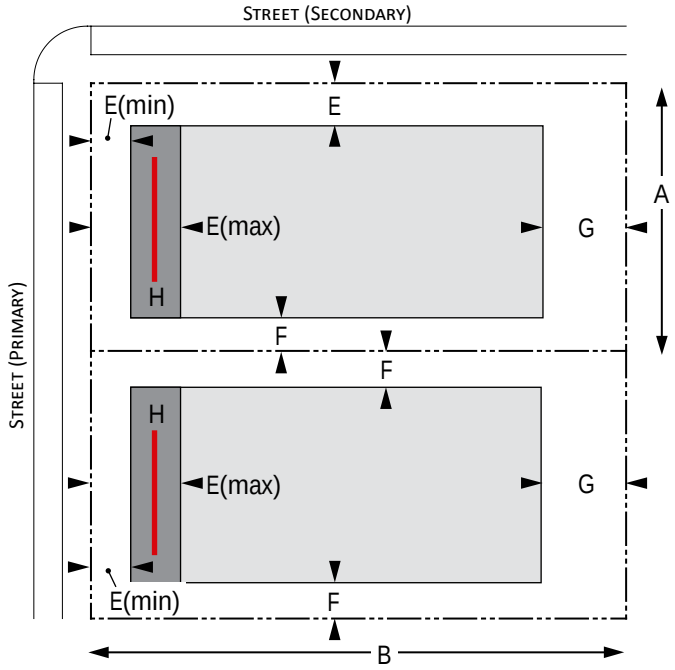
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	5,000
D - Lot Coverage (%)	--	50
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)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
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	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

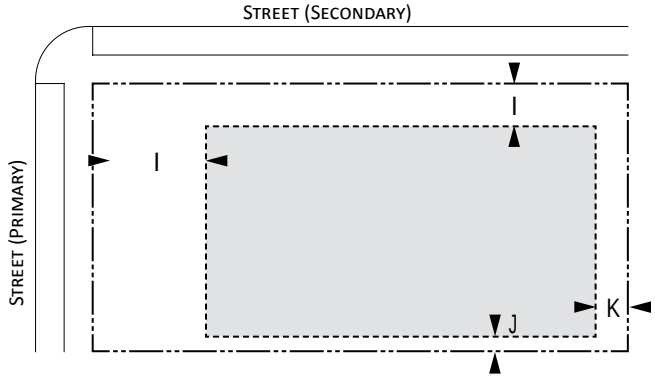


EXAMPLE

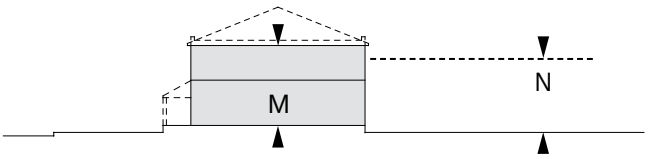
LOT REQUIREMENTS AND BUILDING ENVELOPE



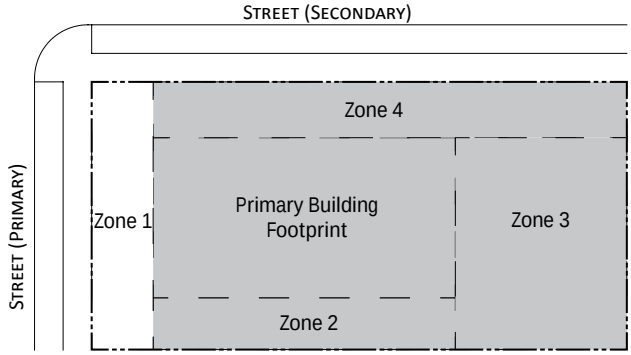
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



HS HOUSE

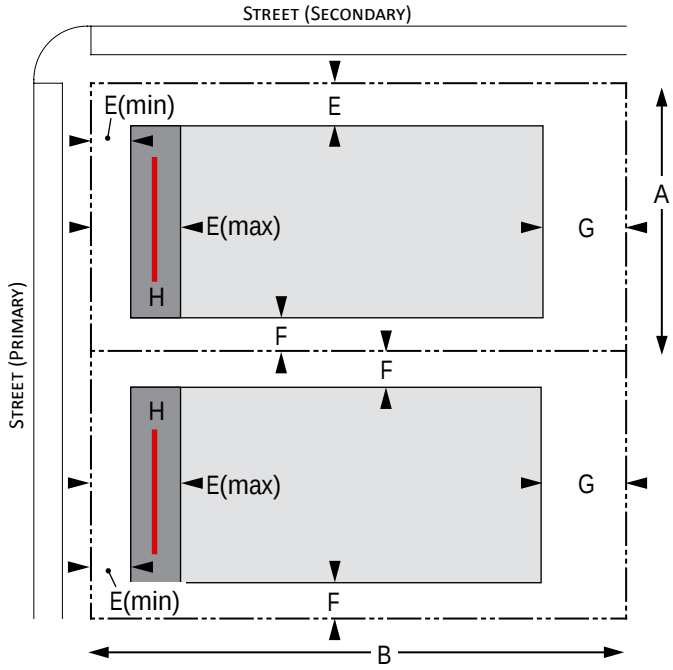
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
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)	5	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	60	80
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)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4 *	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

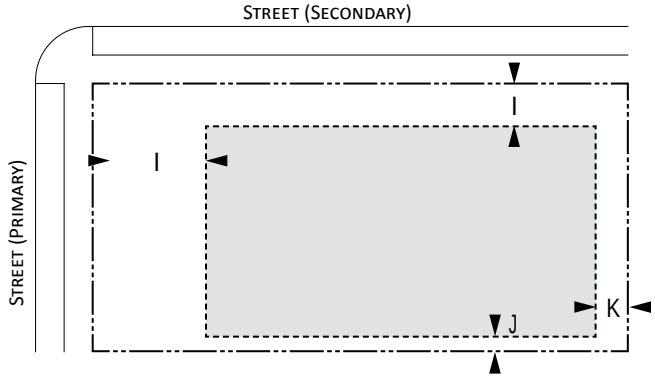


EXAMPLE

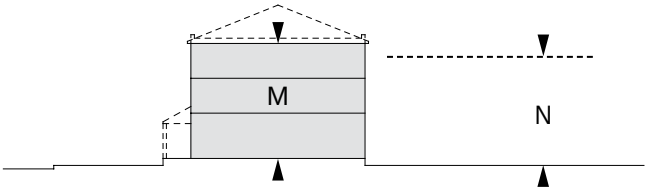
LOT REQUIREMENTS AND BUILDING ENVELOPE



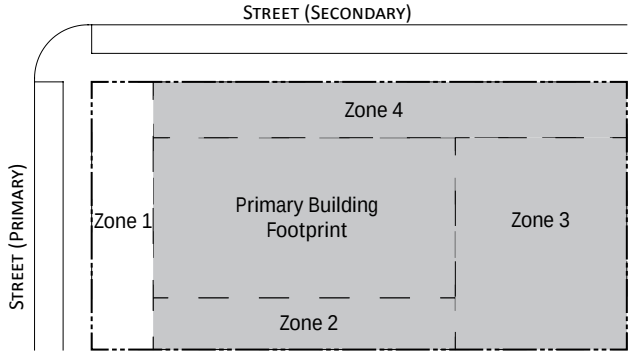
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



AB APARTMENT BUILDING

A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

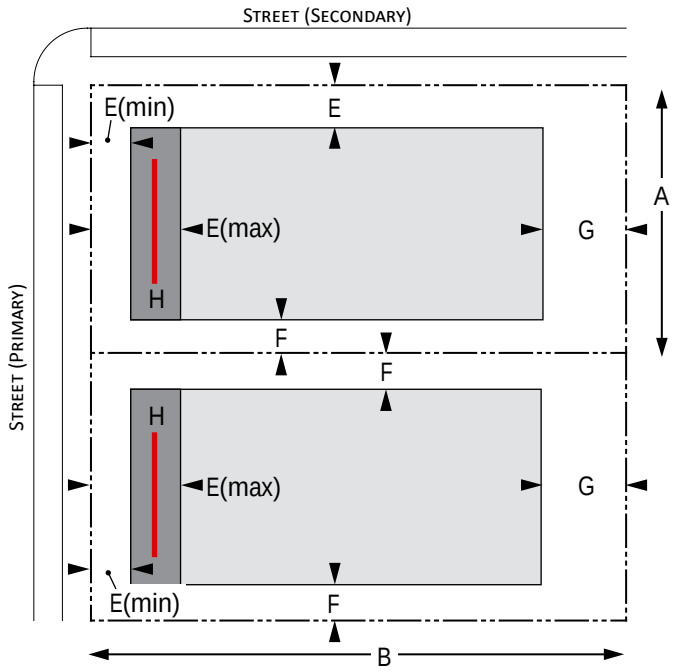
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	150
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	4,000	40,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	60	80
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)	2	4(1)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, F, S	

(1) 3 stories maximum in Heart of Cocoa

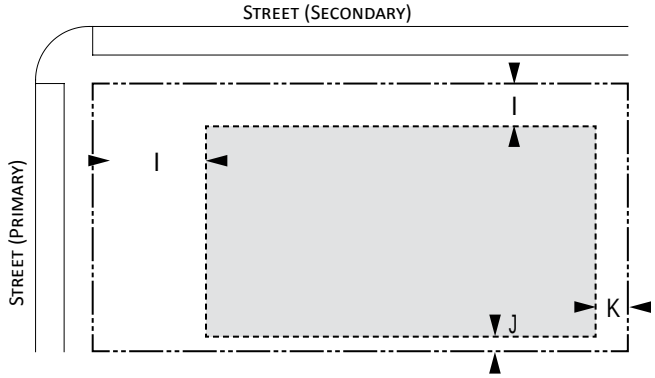


EXAMPLE

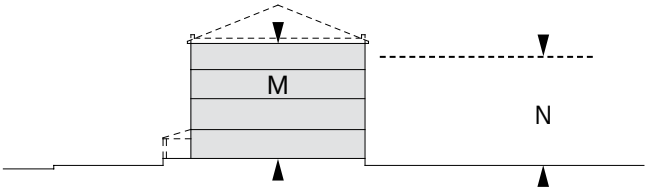
LOT REQUIREMENTS AND BUILDING ENVELOPE



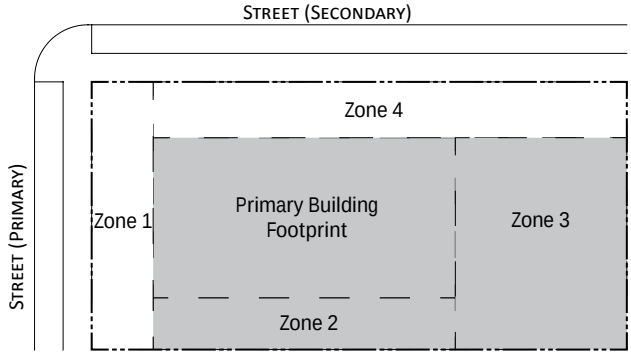
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CA COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	80	120
B - Lot Depth (ft)	80	180
C - Lot Size (sf)	9,000	20,000
D - Lot Coverage (%)	--	80
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 *	10
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	75
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)	2	4 (1)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	F	

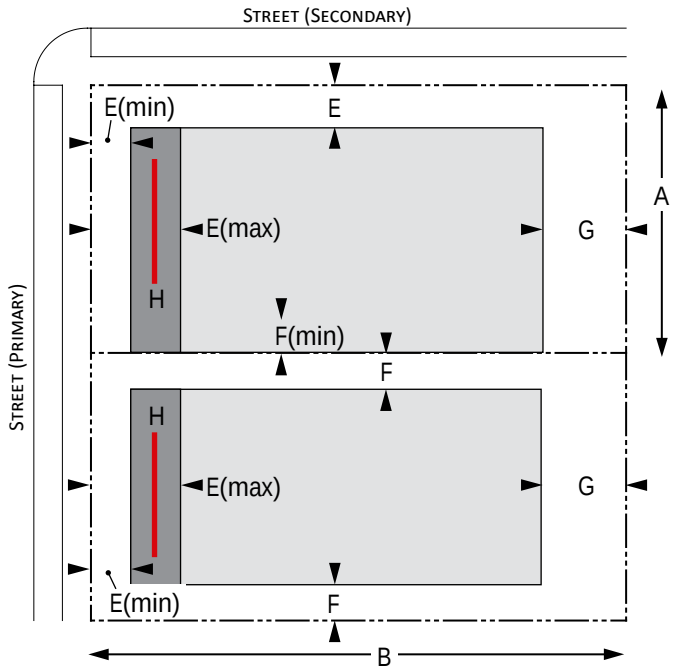
* 10' Separation required from adjacent detached building

(1) 3 stories maximum in Heart of Cocoa

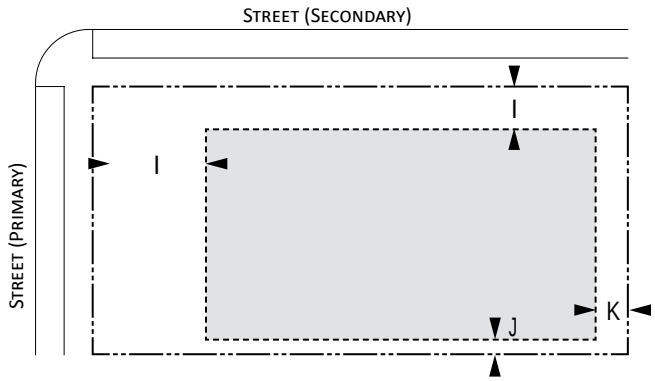


EXAMPLE

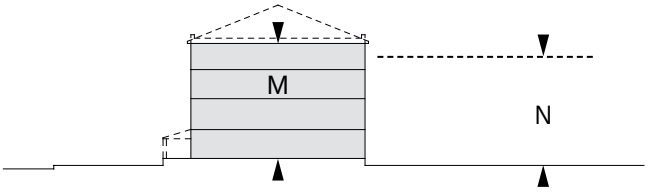
LOT REQUIREMENTS AND BUILDING ENVELOPE



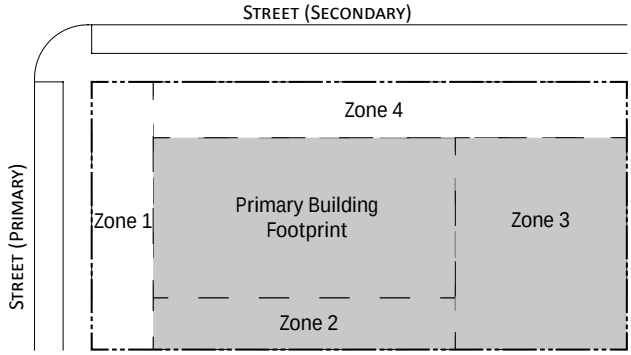
ACCESSORY STRUCTURE ENVELOPE

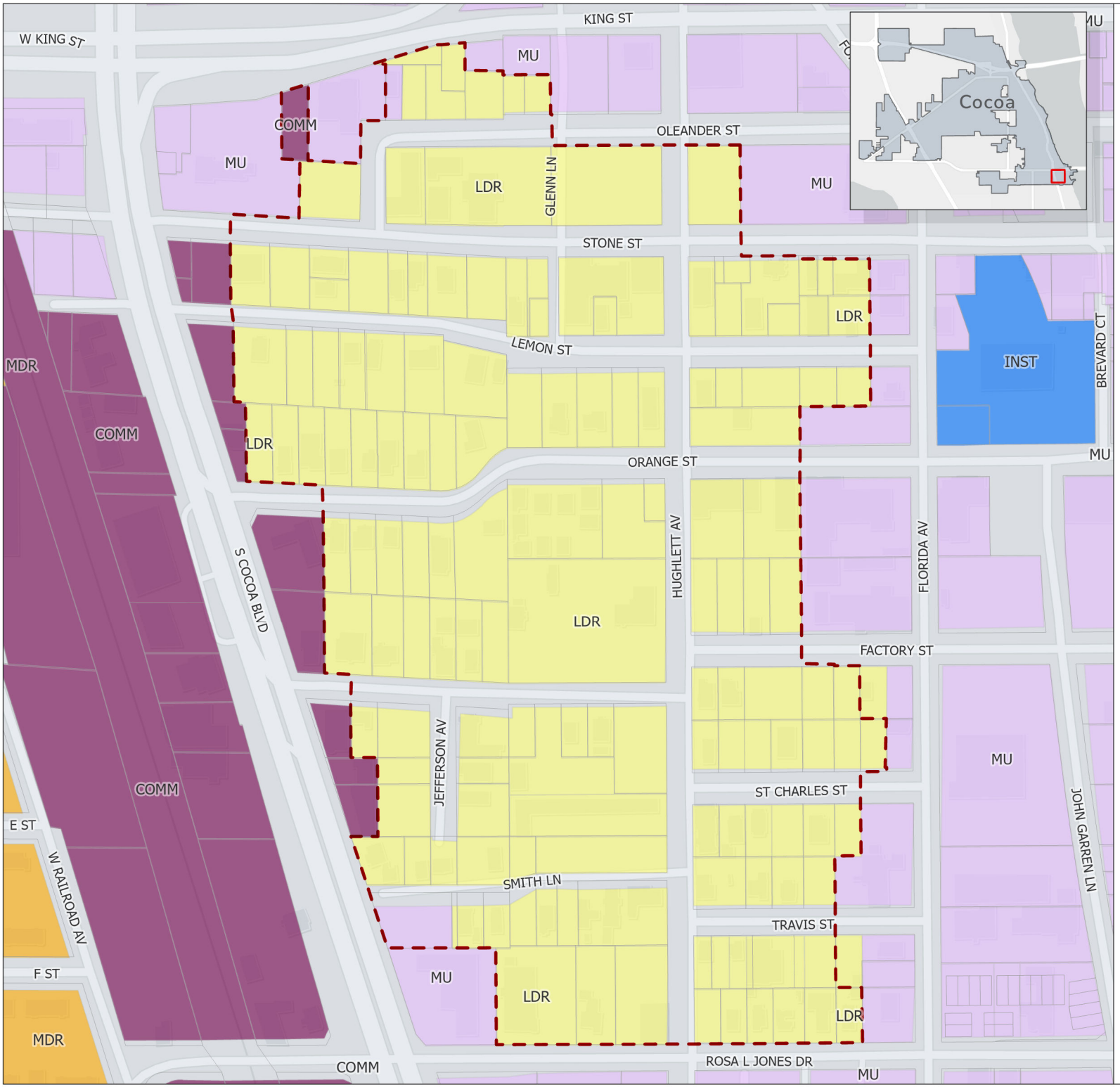


BUILDING HEIGHT



PARKING LOCATION





Consent Decree Future Land Use

July 24, 2024

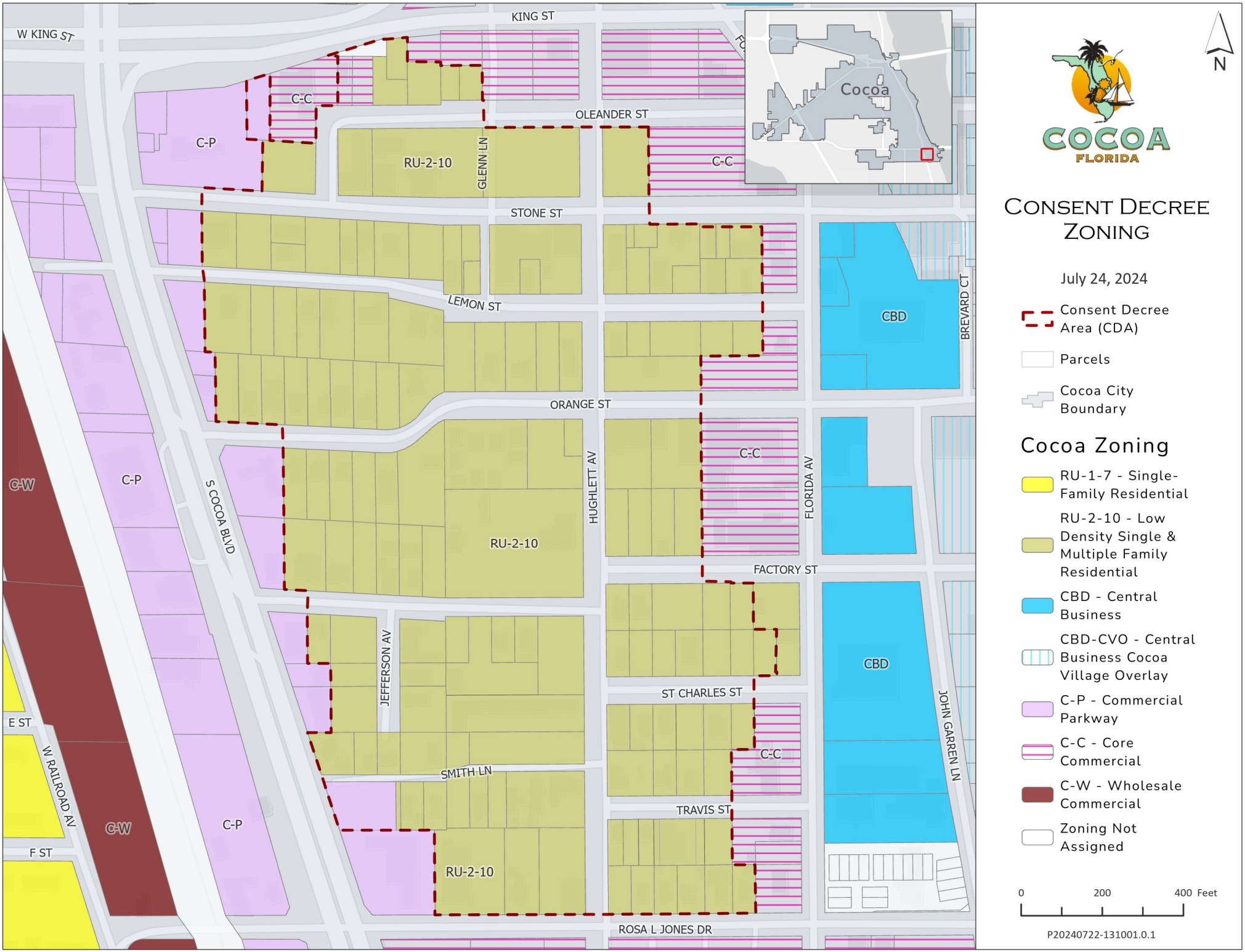
- Consent Decree Area (CDA)
- Parcels
- Cocoa City Boundary

Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Institutional

0 200 400 Feet

P20240722-131001.0.2


KING ST
W KING ST
C-C
C-P
RU-2-10
GLENN LN
OLEANDER ST
C-C
STONE ST
LEMON ST
CBD
BREVARD CT
ORANGE ST
C-W
C-P
S COCOA BLVD
HUGHLETT AV
C-C
FLORIDA AV
RU-2-10
FACTORY ST
JEFFERSON AV
CBD
ST CHARLES ST
JOHN GARREN LN
E ST
W RAILROAD AV
C-C
SMITH LN
TRAVIS ST
C-W
C-P
F ST
RU-2-10
ROSA L JONES DR
Cocoa
N
COCOA
FLORIDA
CONSENT DECREE ZONING
July 24, 2024
Consent Decree Area (CDA)
Parcels
Cocoa City Boundary
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
C-P - Commercial Parkway
C-C - Core Commercial
C-W - Wholesale Commercial
Zoning Not Assigned
0
200
400 Feet
P20240722-131001.0.1

IN THE UNITED DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

BEATRICE HOUSTON, et.al.

Plaintiffs,

vs. CIVIL ACTION 6:89-CV-00082-PCF

THE CITY OF COCOA, et.al.

Defendants.
_____/

SUBSTITUTE CONSENT DECREE

WHEREAS, the Plaintiff Class and the Defendants, City of Cocoa and City Redevelopment Agency (Defendants), agree that the Consent Decree entered by the parties in July 1990 (Dkt. #55) no longer meets the needs of the parties and should be modified; and

WHEREAS, the parties agree that a substitute consent decree should be entered; and

WHEREAS, the parties have negotiated in good faith to resolve their outstanding differences; and

WHEREAS, the parties wish to maintain the residential character of the consent decree area;

WHEREAS, the parties have reached agreement on the payment of attorneys' fees and costs to Plaintiffs' Counsel, Southern Legal Counsel, Inc.;

NOW THEREFORE, it is agreed:

1. The Consent Decree entered on July 25, 1990 (Dkt. # 55) is no longer in effect and this Substitute Consent Decree shall take its place.

2. The area of the City of Cocoa ("Consent Decree Area" or "CDA") is the same as described in the original consent decree as modified by the parties joint stipulation filed July 14, 1988 (Dkt. #179), correcting one section of the CDA's boundaries. This motion was granted on July 17, 1988 (Dkt. # 179-1).

I. ZONING

3. The City shall maintain zoning regulations that apply to the Consent Decree Area that are intended to:

(1) maintain the CDA's low density residential character;

(2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A-Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses such as mixed use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and,

(3) continue to encourage the production and development of affordable homes in the CDA by the private sector through zoning incentives for

the CDA including, but not limited to, any incentives that are currently in place.

II. CRA'S REDEVELOPMENT PLAN

4. The City and the Redevelopment Agency, through the Redevelopment Agency's Redevelopment Plan, shall continue to support programs for improvement of rental housing, and continue to support the program for infill housing and new construction of affordable housing to low and low to moderate income persons in the CDA. To that end, the City and the Redevelopment Agency shall continue to support affirmative measures to support rehabilitation of rental units and owner occupied houses for members of the Plaintiff Class. The City and the Redevelopment Agency shall continue to investigate and, where appropriate, apply for funds from federal, state, and local agencies for improvement of rental housing and owner occupied houses and provision of rental assistance to low and low to moderate income tenants.

5. The City shall continue to support applications for Section Eight certificates, vouchers, and other forms of rental assistance for low income renters. The City shall make affirmative efforts to promote the use of such rental assistance in conjunction with rental rehabilitation of units to ensure the continued affordability of rehabilitated units to members of the Plaintiff class who are low income renters and to take such other measures as are appropriate to prevent displacement of members of the Plaintiff class who are low income renters from rehabilitated units.

6. The City and the Redevelopment Agency shall continue to support the development of new single family residences on vacant lots in the CDA for low and low to moderate income families and to support the rehabilitation of the unoccupied and occupied single family houses in poor condition in the CDA to the extent rehabilitation is physically and financially practicable. The City shall continue its program of the housing bonus program whereby construction or rehabilitation of a qualifying affordable housing unit is required in the CDA. The City and the Redevelopment Agency shall also continue to support non-profit community development corporations which wish to construct new single family homes within the CDA on vacant lots.

7. The City and the Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the CDA by supporting appropriate neighborhood commercial uses on CDA lots as provided in section I.3(2) above and on CDA lots located along the outermost perimeter of the CDA and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive.

III. CONSISTENCY CLAUSE

8. The City shall maintain provisions with the City's Comprehensive Plan with the intent to:

(1) denote and protect the CDA's low density residential land

use;

(2) recognize and preserve the historic resources in the CDA; and

(3) reflect the goals of housing and neighborhood improvement for the CDA as set forth in this Substitute Consent Decree.

IV. FUTURE ASSURANCES

9. Defendants agree not to initiate a rezoning of the CDA or take any action in the CDA which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. In the event of a rezoning initiated by the request of a property owner, the City agrees to give due weight to preserving the low density residential and historic character of the CDA in acting on the rezoning request.

10. In rezonings initiated by property owners, the City agrees to provide individual mailed notice to all property owners and residents in the CDA living within 500 feet of property considered for rezoning, together with all other notice required under applicable laws. In any city-initiated rezoning involving any property in the CDA, the City shall provide individual mailed notice to all residents and property owners of the CDA which notice shall refer to and explain the terms of the Consent Decree, together with all other notice required under law. Notice to property owners shall be taken from tax records maintained by the City.

Notice to residents may be addressed to "Occupant" at the address of each unit located in the CDA.

11. The City agrees to enforce the current provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988, requiring the removal or regulation of junk yards or unenclosed storage areas in the CDA . However, nothing herein shall be construed to prohibit the City from re-codifying or renumbering those provisions elsewhere in the Code or adopting more stringent zoning amortization provisions related to said CW uses in the future. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to CDA residents or that substantially undermine the quality of the residential environment.

12. If the City or Redevelopment Agency should consider modifying the terms of the City's zoning regulations or comprehensive plan or the Redevelopment Agency's Redevelopment Plan applicable to the CDA, the City or the Redevelopment Agency shall provide mailed notice and a copy of the proposed modification to Southern Legal Counsel, counsel for the Plaintiffs, at least thirty (30) days prior to the date of initial and final consideration of the proposed modification and provide notice of its intentions in conformity with Florida law.

V. MISCELLANEOUS

13. The Court shall retain jurisdiction for the enforcement of this Substitute Consent Decree.

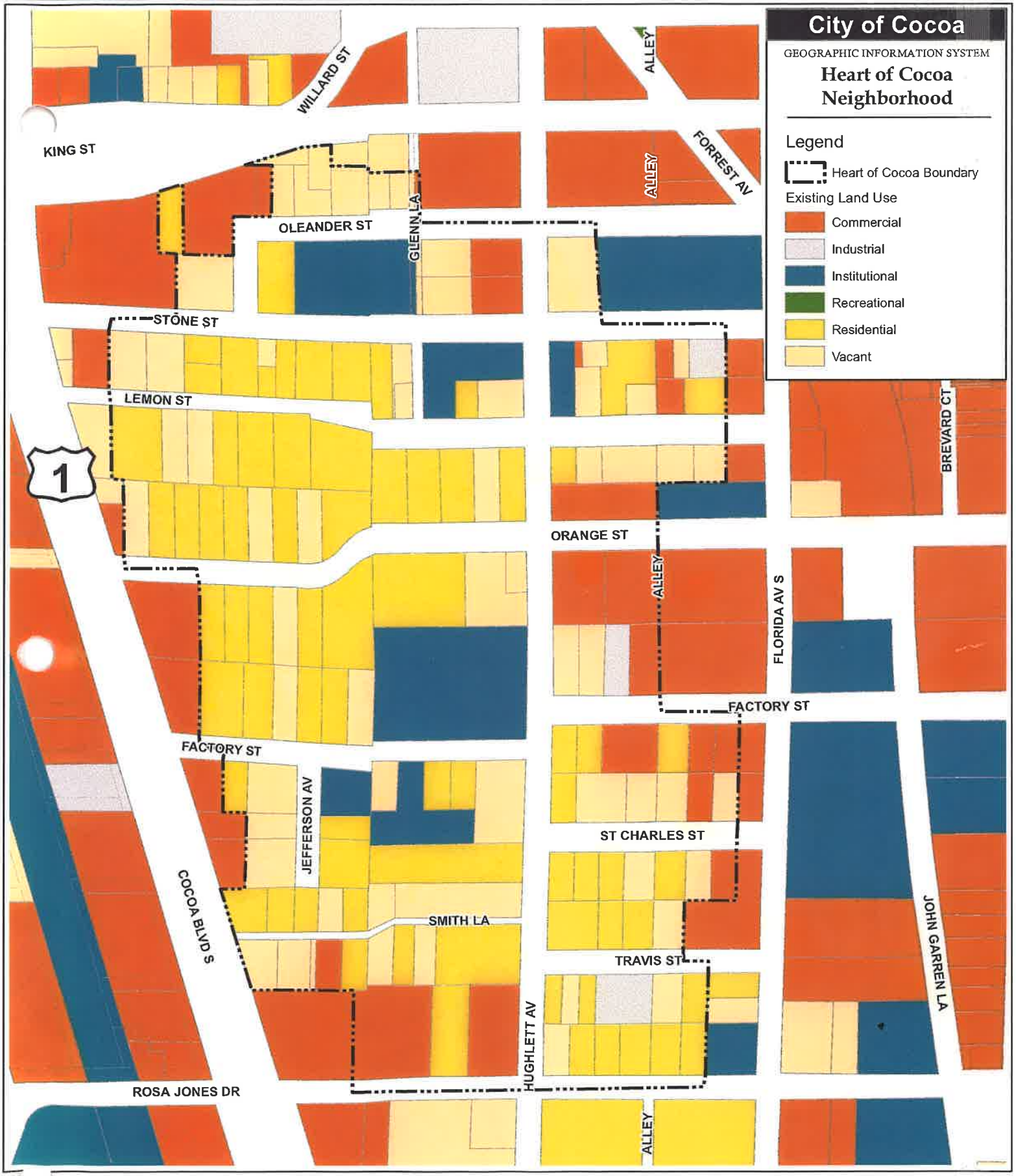
14. Plaintiff's counsel shall not be entitled to any monitoring fees and expenses, including but not limited to attorney's fees, or other fees and expenses after February 10, 2005. However, should Plaintiffs seek enforcement of this decree or defend a motion to modify and/or terminate this decree, they shall not be barred from seeking prevailing party fees and expenses in accordance with applicable law.

APPROVED AND ORDERED in Orlando this 28th day of January, 2009.

PATRICIA C. FAWSETT
UNITED STATES DISTRICT JUDGE

Copies to:

All Counsel of Record



Disclaimer:

Abutting parcels/lots under same ownership may be shown as one (1) parcel. This map was compiled from record documents of the Brevard County Property Appraiser's Office and Geographic Information Services, and does not reflect an actual survey. The City of Cocoa does not assume responsibilities for errors or omissions.

N W E S

0 125 250 500 Feet

0 0.025 0.05 Miles

City of Cocoa
603 Brevard Avenue
Cocoa, Florida 32922
321-639-7550 phone
321-637-7203 fax
www.cocoafl.org

Serving the Community

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony A Garganese, City Attorney and Karen D. Hamilton, Community Services Director
Through: John A. Titkanich, Jr. AICP, ICMA-CM, City Manager
Requested Action:
Informational Item – Update on Heart of Cocoa Substitute Consent Decree

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BACKGROUND:

First, this Agenda Item is not intended to be an all-inclusive account of history of the Heart of Cocoa and the matters leading up to the adoption of consent decree related to the Heart of Cocoa neighborhood. It is also not intended to be an all-inclusive account of all actions taken by the City related to comply with the applicable 1990 consent decree, as substituted by the substitute consent decree in 2009. Rather per the direction of the City Council, this Agenda Item is intended to provide a summary of the history of the Heart of Cocoa neighborhood and the consent decree matter for purposes of educating the current members of the City Council, City staff, and interested members of the public who did not experience, first hand, the events leading up to the adoption of the consent decree and the substitute consent decree, including the early implementation thereof. Hopefully, the importance of the Heart of Cocoa to the city of Cocoa is captured herein and the relevance of the Substitute Consent Decree will be better understood.

History and Significance of the Heart of Cocoa Neighborhood

In addition to the Voting Rights Consent Decree, which was reviewed by the City Council two meetings ago, the City is also subject to another federal consent decree that only applies to a specific geographical area within the City known today as the “Heart of Cocoa” neighborhood (“HCN”) (also commonly referred to in the past as the “Consent Decree Area or Core Area”.) Although the two consent decrees serve two totally different purposes, both consent decrees share a common thread involving the challenges faced by the black community in Cocoa. The Heart of Cocoa consent decree was adopted in the federal district court case, Beatrice Houston, et. al. v. City of Cocoa, Civil Action 6:89-CV-00082-PCF.

The HCN is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive). A map of the HCN is attached to this Agenda Item. The HCN has been subject to a federal consent decree since 1990. The original voluminous consent decree (approx. 150 pages including exhibits) was replaced by a substantially streamlined Substitute Consent Decree on January 28, 2009 (6 ½ pages). As noted above, the Substitute Consent Decree only applies to the HCN. A copy of the Substitute Consent Decree is attached to this Agenda Item.

To truly understand the relevance and historical and legal significance of the map and the Substitute Consent Decree, a person must know a little bit about the history of Cocoa, particularly the black community in the HCN. Cocoa has a tremendous history going back to the initial settlement days in the late 1880s and incorporation as a city in 1895. During this time period, the Cocoa Village area was born and began to establish itself. During this time period, a sizeable black community also began to settle into a small area, and establish homes, on the west side of Florida Avenue and the railroad tracks that once ran in the vicinity of the existing location of Florida Avenue (commonly referred to as the old Flagler Railroad line). Moreover, over the years several black-owned businesses were known to be located and operating within the HCN including Evelyn's Beauty Shop, Rosa Marie's Coffee Shop, D.R. B.C. Scurry's Office, and J.C. Ager's Grocery. Further, two historic churches were established in the HCN: Mt. Moriah A.M.E. Church and Greater St. Paul's Baptist Church. These businesses and churches served the local residents residing in the HCN.

In essence, by the 1980s, the HCN had established itself as an historic African-American neighborhood. According to reported statistics, there were 536 people living in 276 homes by1980 and virtually all the residents were African-American. See Koons, Fair Housing and Community Empowerment: Where the Roof Meets Redemption, 4 Geo. J. on Fighting Poverty 75 (Fall, 1996). Severe poverty marked the HCN: 76% of the residents earned less than $5,000 per year; rents were nearly half ($130 per month) of what was expected for minimally expected rent for a standard unit; two out 5 households did not own an automobile; only 22% of the residents owned their own home and 78% rented; and half of the residents were purported to be elderly. Id.

But, by the same time period, heavier wholesale commercial uses were also established in the HCN and dotted the landscape between homes. These heavier commercial uses were neither owned by nor serving the residents and included auto body shops, storage yards and a central facility for a major utility company. Id. Some of these businesses still exist in the HCN today.

As time passed, the HCN suffered significant decay and dilapidated structures had to be demolished. As a result, a significant number of vacant lots were created and exist today. From past experience, the City has noticed that many of the vacant lots have title challenges existing in the chain of title because properties were not properly conveyed over the years.

The Redevelopment Agency and Community Redevelopment Plan.

In the early 1980s, the city of Cocoa was one of the first municipalities to create a redevelopment agency in the State of Florida. A large redevelopment area was established and currently exists today. The area includes the HCN. Significantly, the first Redevelopment Plan was adopted during this time period, and the details contained in this Plan were, in retrospect, the root cause of the consent decree being imposed on the HCN.

Particularly, the Plan identified numerous subareas within the redevelopment area and a specific project was planned for each subarea with the goal of encouraging economic

redevelopment within each subarea for purposes of ameliorating slum and blight within the redevelopment area. The projects were ambitious and included a 99 slip marina, a restaurant complex, riverfront condominiums, Willard Street Office Complex, Historic Preservation District, Cocoa Village theme extension, Downtown Parking expansion, Florida Avenue widening, among other projects. The HCN, which was referred to as the "Core" redevelopment area at the time, was identified as Project 12. Generally, Project 12 called for the development of townhouses, shopping centers, professional offices and park space within the HCN. But, perhaps incredibly by today's standards, Project 12 explicitly called for the removal of all of the existing homes in the HCN and the displacement of the residents through a very detailed relocation benefits program that was incorporated into the Plan in order to make way for the redevelopment of the Core area. Project 12 was expected to displace approximately 300 households including the home owned by one of the plaintiffs in the case, Beatrice Houston.

As with the creation of most redevelopment agencies, Cocoa's downtown redevelopment agency was slow to get moving. To kick start the Agency's redevelopment efforts several years after creation in 1988, the City proceeded with the adoption of a comprehensive amendment to its comprehensive plan and rezoning ordinances. See Cocoa Ordinance 7-88. Relevant to the HCN, the zoning map and code would be amended to Core Commercial and RU-2-25, which would allow more refined commercial uses and high density residential to presumably support higher end shops, professional offices, condominiums and townhouses called for under Project 12 within the Redevelopment Plan. Most of the existing residential and higher intense commercial uses would become nonconforming. To say the least, this ordinance became highly contentious and opposition to the Ordinance and Project 12 grew not only among the residents who feared losing their homes, but among the commercial businesses in the HCN who feared they could be prevented from expanding or rebuilding their businesses because they were being made nonconforming uses under the new zoning ordinance.

The sentiment at the time of City officials and opponents is generally reflected in a special newspaper article published in the Orlando Sentinel on February 21, 1988 which was entitled "Cocoa: Neighborhood Must Go Old Timers Reluctant to Lose Way of Life." A copy of the Article is attached to this Agenda Item. First, from the City's perspective, some officials felt that crime was tearing the neighborhood apart citing, for example, the old Silver Dollar Bar which was located on Hughlett Street and vagrants. It was reported that City Councilwoman Betty Woehle said, "We're looking to Cocoa's future. Without question, that area is more suited to what we have in mind." City Councilman Noah "Sonny" Butt, Jr. was quoted as saying, "The city should buy and tear down the neighborhood a block at a time until developers are willing to come in." Community Improvement Director Rochelle Lawandales described her vision of the neighborhood as follows: "I see a One Harbor Place, the 1900 Building. I see the Hilton at Rialto Place. … If we have one holdout property owner and something like a Hilton wants to come in … you're darn tootin' we'd do everything to get that property." The Redevelopment Coordinator, Merrill Ladika, echoed that statement, reasoning, "If we're going to have a development come in, you can't have Mrs. Smith in her little shack on the corner. … She's going to have to go somewhere else too." In Ms. Ladika's assessment, "It's not like they're leaving the good old days. The good old days are long gone

for those people." The former staff member credited with authoring the Redevelopment Plan, Doug Robertson, offered this summary: "The core area, in pragmatic, cold dollars and cents, should be very valuable."

Opposition to the zoning change and the Plan came from two different factions at odds with one another in the HCN and with different perspectives: the intense commercial business owners and the residents. The business owner's perspective can be summarized by Chuck Billias of Billias Brothers Body Shop, who was quoted as saying, "I'm concerned about this, very upset. I've been in business here for 15 years. I spent a lot of money … to expand my business. … If my business burns down, I couldn't rebuild it. … this thing might just end up in court." However, from the standpoint of the residents, a general theme was. "I own this house," said resident Omega Austin. "My daddy built this house and that makes it special. … We had so many Christmases in this house, big feasts with all the grandchildren. There's so many memories, I'm talking about fifty years." In her mind, the neighborhood still had significant value. She replied, "Everybody still looks out for each other. If you miss somebody a couple of days, you go check on them. You walk across the street and say, "Are you all right, Miss Rosa? Is there anything I can do for you?" Regarding his impression of the relocation benefits, resident Glanville Bethel proclaimed, "It would make no sense to take $40,000 or $50,000 if it's not enough to go buy another house. Because then you have to rent, and when you're out of money you're out on the streets." Landlord Willie Davis' view point was the zoning change and Plan were designed to "root the people out of the area in a small and slick way. That's what it's all about. They want this entire area, from U.S. 1 to the beach, lily white."

The Lawsuits and Legal Challenges to City's Redevelopment Plan – In General.

The City Council faced mounting criticism and opposition to the zoning changes and Plan especially by black residents in the HCN. The residents retained local legal counsel, Central Florida Legal Services, who in turn obtained assistance from the NAACP Legal Defense & Educational Fund, and a New York City law firm specializing in land use law. In sum, residents argued that the zoning changes and Plan had a disproportionate adverse impact on black residents and mounted a multi-prong legal attack against the City and CRA challenging the zoning change and Plan. In very general terms, they filed: (1) objections to HUD; (2) a petition challenging the City's Comprehensive Plan Amendments; and (3) a twelve count complaint in Federal Court. For the limited purpose of this Agenda Item, it would suffice to say that many of the challenges, except for the Comprehensive Plan challenge related to whether the amendments were in compliance with the State's Growth Management Act, were based on several allegations and legal theories, and proffered evidence by the plaintiffs, that the City's past practices constituted race-based discrimination under Federal law including the adoption of the zoning changes by the City and Plan by the CRA and City.

As string of legal events later occurred. The challenge to the Comprehensive Plan amendments were affirmed by the Administration Commission (Governor and Cabinet) and the amendments were found to be not in compliance with the Growth Management Act. HUD advised the City that its CDBG funds were in jeopardy. In addition, the City's motion to dismiss the federal lawsuit was denied by the Federal District Court. Ultimately, the plaintiffs,

City and HUD engaged in settlement negotiations and a settlement was reached after the November 1989 City Council election when a more pro-neighborhood City Council apparently took office. The original Consent Decree soon followed.

The Original Consent Decree

The original Consent Decree included a variety of provisions intended to preserve and enhance the HCN including three extensive implementing ordinances: (1) rezoning the HCN to low density residential; (2) a housing rehabilitation program; and (3) amendments to the comprehensive plan including a low density future land use map amendment for the HCN. The City and CRA also agreed to appropriate $675,000 over five years for single family housing rehabilitation in the HCN. Additionally, the Consent Decree provided provisions related to: a permanent injunction against involuntary displacement of African-Americans from the HCN; special notice to residents of private-and City-initiated rezonings; affirmative action in non-displacing rental rehabilitation; a new construction in-fill homeownership program for low-income families to be administered by a community development corporation; a historic preservation plan (including the designation of the Richard E. Stone Historic District); assistance with a neighborhood community center; certain compensatory damages for the named plaintiffs in the case; and reservation of attorneys' fees and jurisdiction by the Federal District Court for enforcement if necessary. As for the owners of the intense commercial business owners, a compromise was reached and protections were adopted to permit the existing businesses to continue to operate within the HCN until abandoned or converted to other allowable commercial uses until the converted uses were abandoned. Some existing commercial property owners unsuccessfully attempted to prevent the adoption of the Consent Decree.

The City has taken various actions to implement and comply with the original Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

Zoning
Required the City to change the zoning in the Cocoa CRA area and revise the applicable code and maps to preserve the "low-density residential character," maintain and expand conversion right of existing commercial businesses and induce affordable housing.

City Action
The City rezoned the consent decree area to RU-2-10 and revised the relevant zoning codes and maps and directed. The City has not initiated any rezoning of the HCN. The RU-2-10 designation has remained on the HCN since its adoption.

Neighborhood Improvement Plan
The intent was created to improve the quality of homes and residential character of the area by detailing and implementing programs to: rehab single-family housing, improve rental housing, and promote affordable house construction.

City Action

A Heart of Cocoa Neighborhood Revitalization Plan was developed. The City used over $400,000 in various funding sources (CDBG, HOME, SHIP, and CRA) to rehabilitate, replace, and construct new homes. The City and CRA also invested over $1 million dollars to stabilize the consent decree area including the monies required to be appropriated by the Consent Decree. A combination of CRA, SHIP, and CDBG funds were used for emergency home repair, housing rehabilitation, relocation expenses, replacement and new construction. Several infrastructure projects were completed including the installation of water /reclaimed water mains, conduits for street lights, crosswalk improvements, street repaving, and streetscapes. The City continues to look for opportunities to address affordable housing needs in the HCN.

Historic Preservation Plan
This plan contains specific activities required to preserve and memorialize historically significant structures.

City Action
The City designated the Richard E. Stone Historic District as directed by the Consent Decree. In addition, the City identified and mapped historic resources located in the decree area.

Consistency Clause
Required specific revisions to the City's Comprehensive Plan to: define and maintain low-density residential land use, identify and preserve historic resources, and include housing and neighborhood improvement goals.

City Action
The City adopted Ordnance 15-90 to revise the comprehensive plan consistent with the requirements of the Consent Decree. As noted below, many of these comprehensive plan policies protecting the HCN and other residential areas substantively exist in the current City Comprehensive Plan.

Future Assurances
The major substance of the further assurance clause was that the City agreed not to take any action or to initiate any rezoning of the HCN that has the purpose or effect of involuntarily displacing current or future members of the plaintiff's class. Further, the City agreed to provide the plaintiffs with certain notice related to other zoning requests. Additionally, the City agreed to enforce the zoning code applicable to the existing CW commercial uses within the HCN.

City Action
As noted above, the City has not initiated any rezonings in the HCN. Further, City staff is not aware of any zoning applications being initiated by any of the property owners in the HCN. The City has, in the past, discouraged certain property owners from filing rezoning applications to attempt to initiate new commercial uses within the HCN because of the terms and conditions of the Consent Decree. Over the years, the City has also taken code enforcement actions against property owners that attempt to commercially use their property in violation of the RU 2-10 zoning provisions, and to preserve the HCN. Further, in 2001 the

City retained consultants, Moore Enterprises Worldwide, LLC and Blackmon Roberts Group, Inc. to conduct a study of the HCN. The Consultants held numerous public meetings, conducted surveys of residents and community stakeholders, and prepared and presented to the City Council a Neighborhood Revitalization Plan, dated September 28, 2001, for the HCN.

The Substitute Consent Decree

As the years passed, Congress enacted restrictions to the Legal Services Corporation Act that resulted in Central Florida Legal Services withdrawing as counsel for the plaintiffs. Soon thereafter, Southern Legal Counsel, from Gainesville Florida, appeared on the scene, and engaged in vigorously monitoring the City's enforcement of the original Consent Decree. As referenced above, the original Consent Decree was very voluminous and contained numerous provisions which were incorporated into the City's zoning code and comprehensive plan. It also served as a permanent injunction against the City relative to enforcement of its terms and conditions. City staff and City Council realized through experience that many of its provisions became obsolete or were very cumbersome and subjective to enforce. Communications by the City and Southern Legal Counsel were fairly regular in the mid to late 2000s. Towards the apparent end of their legal representation, Southern Legal Counsel served, but did not file, a proposed motion to find the City in contempt related to the enforcement of the Consent Decree. They also sought reimbursement of attorney's fees and costs for monitoring the Consent Decree on behalf of the plaintiffs' class. This action taken by Southern Legal Counsel resulted in the City and Southern Legal Counsel engaging in serious negotiations to amend the Consent Decree and to condense it down to its fundamental spirit and essence: to wit; maintaining the low density residential character of the HCN. The parties ultimately agreed on the City's payment of attorney's fees and costs, the motion for contempt was withdrawn, and the Substitute Consent Decree was prepared by the Parties and approved by the Federal District Court on January 28, 2009. The Substitute Consent Decree entirely replaced the original Consent Decree and the original Consent Decree, with its voluminous implementing ordinances and terms, is no longer in effect. A copy of the Substitute Consent Decree is attached to this Agenda Item.

The Substitute Consent Decree is only 6 ½ pages long and contains five short articles as follows:

1. ***Zoning.*** The City will maintain the low density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. ***CRA's Redevelopment Plan***. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the

CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of, an neighborhood amenities within, the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Drive.

3. ***Consistency Clause***. The City will maintain provisions within its Comprehensive Plan that denote and protect the HCN's low density residential land use; recognize and preserve historic resources with the HCN, and reflect the goals of housing and neighborhood improvement for the HCN. However, unlike the original Consent Decree which contained voluminous and cumbersome enabling provisions, the Substitute Consent Decree provides the City with the flexibility to enact, and amend provisions as necessary to serve the aforesaid guiding principles.

4. ***Future Assurances***. The City and CRA agree not to initiate a rezoning in the HCN or take any action in the HCN which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. Special notice requirements must be met for any rezonings, or modifications to zoning and comprehensive plan regulations or the CRA plan that are applicable to the HCN. Further, the City must give due weight to preserving the low density residential and historical character of the HCN in acting on rezoning request. The City will continue to enforce the provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to HCN residents or that substantially undermine the quality of the residential environment.

5. ***Miscellaneous***. The Court retains jurisdiction to enforce the Substitute Consent Decree. The Plaintiff's counsel shall not be entitled to monitoring fees and expenses after February 10, 2005, which was the cut-off date for the previous reimbursement made by the City and CRA. However, should the Plaintiffs successfully seek enforcement of the Substitute Consent Decree, or defend a motion to modify and/or terminate the Substitute Consent Decree, the Plaintiff's counsel is not barred from seeking prevailing arty attorney's fees and costs against the City and CRA.

Since it was approved, the City has taken various additional actions to implement and comply with the Substitute Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

1. The Heart of Cocoa is a Sub-district of the Cocoa Redevelopment Agency's Waterfront Overlay District. Consistent with the Substitute Consent Decree, the zoning is RU2-10 which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

2. On July 15, 2016 at a Ministerial Alliance Meeting city leadership presented on three topics, one of which was regarding the Substitute Consent Decree. At the conclusion of the presentation, members of the public were able to participate in a question and answer session. Community Services staff works closely with property owners and developers to ensure proposed development applications are consistent with current zoning and future land use in the HCN. Projects that seek to expand existing or cerate high intensity commercial uses are denied and staff encourages revision of unsuccessful plans to consider allowable uses. Code enforcement staff conducts routine sweeps of the consent decree area. The Planning and Zoning division created a parking schematic for a used car lot on US1, to address a code violation. The economic development team identifies appropriate alternate sites for voluntary relocation of non-confirming uses.

3. CRA's Redevelopment Plan requires the City and the CRA to support applications, programs, and diverse types of developments resulting in the rehab, infill, and construction of housing that is affordable to low and low to moderate income groups. The support of appropriate neighborhood uses is sought adjacent to and along the perimeter of the HCN as required by the Substitute Consent Decree.

4. Through the City's Housing program two structures were demolished at 232 Orange Street; one new house was constructed; and two replacement homes were built.

5. The CRA invested $1.25 million for the US 1 Widening and Beautification Project. This important infrastructure project was completed in 2016 and included decorative street lights, texturized median treatments and landscaping to intersection medians at Forrest Avenue, Dixon Boulevard, and State Road 528 interchange. While outside the HCN, the road widening and beautification efforts have resulted in development interest east and west of, and along the Project corridors.

6. The City and CRA were partners on the Florida Avenue Complete Streets project. This $3.4 million infrastructure project was completed in 2017 and resulted in new sidewalks, shared bike/car lanes and light to improve mobility for all users. This project has spurred redevelopment interest on both sides of Florida Avenue including two new neighborhood commercial establishments Time Out Sports Bar Plus and Cryderman's Barbeque opened in 2017.

7. The CRA is in the proceeding with developing a site at 6 Forrest Avenue into a gateway entry feature and pocket park to create an enhanced entryway into Downtown Cocoa near the HCN. The resulting Department of Environmental Protection Voluntary Cleanup Tax Credits can be used to incentivize complementary development projects.

8. A Community Meeting Room within the HCN was once an aspiration under the original Consent Decree, but grant funding referenced in the Consent Decree was not obtained to construct it. Notwithstanding, the City has taken the initiative to plan for the construction of a new community meeting room at 217 Factory Street. This new facility will serve community residents and groups. The meeting room site was acquired by the City on January 30, 2015. The City contracted with RZK Architects to design the building in 2015. The City original went to bid on the construction portion in 2016, but unfortunately was required to rebid the project when the proposals received were much higher than the budgeted amount. The project went to rebid on August 17, 2017. City Council later authorized the City Manager to execute contract documents with C&D Construction at its October 24, 2017 meeting. The site is being prepped for construction and the building should be completed in the late summer of 2018 absent unexpected delays.

9. The City expended approximately $850,000 to acquire the former Oaks Mobile Home Park at the corner of Florida Avenue and Rosa L. Jones Blvd, and pursuant to a study has identified multi-family residential development, with a small neighborhood commercial use, as the highest best use for the property. The City has also issued a Request for Proposals in January 2018 to redevelop the former Oaks Mobile Home Park. The site is comprised of one main parcel and a smaller companion parcel totaling just under 5 acres of vacant land immediately suitable for development. Although this future project is just outside the HCN boundaries on the south side of Rosa L. Jones Boulevard, this residential project, if it comes to fruition, is expected to serve as a catalyst for additional residential development in and around the HCN.

10. The consistency clause in the Substitute Consent Decree requires the City's Comprehensive Plan to contain goals, objectives, and policies that protect the HCN's neighborhood characteristics. The following goals, objectives and policies of the Future Land Use and Housing Elements of the City's Comprehensive Plan are applicable, in relevant part, to assist in maintaining and supporting the low-density and historic character of the consent decree area:

I FUTURE LAND USE ELEMENT

Goal 1.1 Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1 Future Land Use Categories Established. The city hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities

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.

A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.

B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.

C. The City may permit increased densities up to 12 units per acre as part of planned residential development or planned redevelopment activities based on the following criteria:

1. Redevelopment through rehabilitation and improvement of substandard or deteriorating housing.
2. For planned redevelopment activities, preservation and improvement of neighborhoods containing affordable single family and multiple family housing, especially where neighborhoods contain vacant lots or abandoned commercial uses.
3. Use of a variety of building and site designs, housing types and efficient construction techniques that lower construction cost.
4. Provide for more efficient use of land and protection of the existing neighborhoods, natural systems, and historic resources.

Policy 1.1.2.8: Neighborhood Commercial. Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.

A. Neighborhood commercial areas may be allowed closer to the residential neighborhoods.

B. The City anticipates that by 2020, the overall mix of uses in the Neighborhood Commercial Land Use category throughout the City will be a minimum of 85% commercial/office, public/institutional and recreational and a maximum of 15% residential.

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City’s character.

Policy 1.1.5.2: The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.6: Historic and Archeological Resources. All development activities undertaken in the City will be consistent with and supportive of the plan's goals, objectives, and policies for protecting historic and archeological resources.

Policy 1.1.6.1: The City shall undertake the necessary steps to identify its historical and archeological resources and create a local register of historic places. The local register will list all the properties within the City that have been designated as an individual historic resource or historic
districts.

Policy 1.1.6.2: The City shall consider creating design regulations to protect the locally designated historic sites and districts.

Policy 1.1.6.3: By 2012, the City shall consider a historic preservation ordinance to protect significant historic, cultural and archaeological resources.

Policy 1.1.6.4: Nominations may, with the owner's consent, be made to the National Historic Registers based upon the periodic review of properties.

Policy 1.1.6.5: The City shall facilitate the education of the public regarding the significance and historic values associated with the City's architectural, historical, geological, and archaeological resources, and the costs associated with the loss of such resources.

Policy 1.1.6.6: The City shall give consideration to the establishment of an historic zoning district.

Objective 1.3.2: Maintain Infrastructure. The City shall maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors.

Policy 1.3.2.1: To the extent financially feasible, the City shall continue providing adequate supporting infrastructure (i.e. paved streets, sanitary sewer, drainage, potable water, etc.) in strategic locations throughout the City to appropriately entice economic development.

Policy 1.1.6.7: The City shall establish a program for public, private, or public and private purchase, within funding capabilities, of development rights to preserve properties identified as historically significant at local or national levels.

Policy 1.1.6.8: The City shall adopt land development regulations that include a requirement for development plans in any areas of the City to identify potential historic resources, to mitigate adverse impacts of development on potentially significant historic resources and to minimize any adverse impacts of development on sites or structures identified as historically significant, except when demolition is required because neither rehabilitation nor relocation is practical.

Policy 1.1.6.9: The City shall look for funding, including grants, to update and expand the 1991 “Historic Buildings of Cocoa” survey.

Policy 1.1.6.10: The location and density of new residential development shall be compatible with historic and natural resources.

III HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.2: Elimination of Substandard Housing. The City shall seek ways to eliminate substandard housing conditions and seek ways to improve the structural and aesthetic value of existing homes.

Policy 3.1.2.1: The City shall periodically review and update established housing policies to guide in the conservation, rehabilitation, and demolition program techniques and strategies.

Policy 3.1.2.2: The City of Cocoa will endeavor to eliminate slum and blight throughout the City.

Policy 3.1.2.3: The City shall identify existing housing units that need structural and aesthetic improvements and those that are beyond repair and rehabilitation should be demolished.

Policy 3.1.2.4: The City shall continue to enforce the Florida Building Code and the City of Cocoa’s Property Maintenance Standards and Rental Regulations to ensure the construction and maintenance of sound and safe housing and, to encourage the correction of housing code violations, and to set the standards for quality housing within the City. Low income owner-occupants will continue to be referred to available housing assistance programs.

Policy 3.1.2.5: The City shall continue its proactive code enforcement program to monitor the conditions of the City’s housing stock, reduce the amount of substandard housing, discourage boarded-up buildings, increase the number of affordable units, and preserve available housing stock using city, county, state or federal funds as available and within the scope of funding capabilities.

Objective 3.1.7: Housing Programs. The City shall develop housing programs to improve the structural and aesthetic value of existing homes and the creation of new homes to meet the current and anticipated future residents of the City.

Policy 3.1.7.1: The City shall strengthen public education measures through affirmative outreach efforts to low income households to ensure that the persons or neighborhoods eligible for assistance are aware of its availability as well as the procedures for obtaining such assistance. Public workshops shall be held in areas where the needs are demonstrated.

Policy 3.1.7.2: The City will continue to seek and apply for funding programs to assist in housing rehabilitation, demolition, and preservation for qualified applicants. Housing ownership opportunities for low income households will continue to be provided through federal and state housing programs.

Policy 3.1.7.3: The City shall survey all homeowners receiving housing rehabilitation assistance after receiving assistance to evaluate the quality of the work and to determine homeowner satisfaction with the program.

Policy 3.1.7.4: The City of Cocoa shall promote personal investment in the community and homeownership by encouraging residents, especially those participating in housing assistance programs, to become involved in community service organizations, projects, and City Boards.

GOAL 3.2: In order to encourage the preservation of the existing housing stock and minimize the relocation of residents and the demolition of housing, the city shall ensure the availability and maintenance of supporting infrastructure and avoid the concentration of affordable housing units only in specific areas of the city.

Objective 3.2.1: Housing Stock and Neighborhoods. The City shall encourage the stabilization of neighborhoods by extending the useful life of the existing housing stock through the enforcement of City codes that preserve neighborhood quality and maintain community facilities.

Policy 3.2.1.2: The City shall encourage the stabilization of neighborhoods by maintaining the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; storm water management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

Objective 3.2.2: Historically Significant Housing. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

Policy 3.2.2.1: Applications will be submitted by the City to the Florida Division of Historical Resources for the housing units which have been and maybe designated as individual

structures or as part of a locally significant historic district to be included on the Florida Master Site File.

Policy 3.2.2.2: The City shall pursue available grants and alternative funding, where appropriate, to expand the local knowledge and awareness of existing historic and archaeological sites and structures.

Policy 3.2.2.3: The City shall assist owners of designated historically significant housing to apply for and utilize state and federal assistance programs.

Goal 3.7: The City shall promote opportunities for the creation of housing and infill development within the city.

Objective 3.7.3: Land Development Regulations. To the greatest extent possible, the City's land development regulations shall not contribute to increased housing costs.

Policy 3.7.3.1: The City shall conduct periodic reviews of existing land development regulations and consider before adoption, policies, procedures, ordinances, regulations, or plan provisions that may have an impact on the cost of housing.

11. The City has not initiated any rezonings in the HCN and continues to enforce the RU 2-10 zoning provisions. If a rezoning application is submitted in the future, the City will properly notify property owners and residents within 500 feet of a property that is considered for rezoning by a third party, and appropriately notice changes to the zoning regulations/comprehensive plan/redevelopment plan applicable to the area covered by the Substitute Consent Decree

Conclusion.

The HCN has tremendous historical significance to the City of Cocoa especially to the African-American community. As explained above, since the original Consent Decree was approved by the Federal District Court, the City has made a substantial financial investment in the HCN and has adopted policies and programs in furtherance of the Consent Decree. In addition, the City hired a local consultant to conduct a study of the HCN and to recommend suggestions to improve the HCN through public and private investment. The City has also taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. However, for whatever reason, private investment in the HCN has not been significant within the HCN. But, new private and public investment projects have recently materialized on property adjacent to and near the HCN. City staff hopes that this investment will be catalyst for future private investment within the HCN. The City intends to continue to abide by the provisions of the Substitute Consent Decree and desires to continue to maintain the residential and historical character of the HCN.

STRATEGIC PLAN CONNECTION:

This agenda item is consistent with the Community Development component of the Strategic Plan.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council requested a brief update on the Heart of Cocoa Substitute Consent Decree at its February 13, 2018 Council meeting.

RECOMMENDED MOTION:

Information Item – Update on the Heart of Cocoa Substitute Consent Decree

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: _December 10, 2024__
Ordinance Number: _____11-2024_____
Posted To Webpage: _____November 26, 2024_____
Revised and Reposted: ___December 4, 2024_____

This Business Impact Estimate is given as it relates to the proposed ordinance titled:
CONSENT DECREE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; UPDATING THE BUILDING TYPES TABLE FOR CONSISTENCY WITH THE LIST OF PERMITTED USES FOR THE CONSENT DECREE AREA; 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.)

This amendment is intended to add uses for limited neighborhood commercial and mixed-use developments within the Consent Decree Area / Heart of Cocoa on specifically designated parcels as described in the revised Regulating Plan of the Waterfront Overlay District. The proposed ordinance allows for these limited commercial activities and public parking only on specified properties, ensuring that the Substitute Consent Decree requirements are observed while facilitating compatible economic development and maintaining neighborhood character and quality of life in the Heart of Cocoa.

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:
Not applicable

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
Not applicable

_____

(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.
Not applicable

_____

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The ordinance provides new opportunity to develop neighborhood commercial uses and mixed use commercial buildings on approximately 20 properties in the Consent Decree Area, consistent with the provisions of the Substitute Consent Decree in Houston, et. al. v. City of Cocoa, et. al., Case No: 6:89-CV-00082-PCF, United States District Court, Middle District of Florida. Existing businesses in the Consent Decree Area will not be impacted as the provisions regarding existing CW and CC permitted uses, including conversion and abandonment of such uses, remain unchanged.

_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
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:

07/29/2024

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 07/29/2024

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
Payment Cost:	$498.80	
Order No:	10415084	# of Copies:
Customer No:	1127247	1
PO #:	Consent Decree Aug 7	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING,

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 11-2024 – Zoning Text Amendment (RU-2-10)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR THIS ITEM ON:

August 7, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE

COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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 through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

FT-39936448

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Florida
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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster. Planning & Zoning Dept.
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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

1-2-25

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
Payment Cost:	$498.80	
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KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
The Cocoa City Council
PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 11-2024 – Zoning Text Amendment 1st Reading (RU-2-10)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Cocoa City Council
PUBLIC HEARING WILL BE HELD ON

August 27, 2024

AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx

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Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-10079988

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
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 Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

12/03/2024

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 12/03/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
Payment Cost:	$498.80	
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Customer No:	1127247	1
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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
The Cocoa City Council
PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 11-2024 – Zoning Text Amendment 2nd Reading (RU-2-10)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA ; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; UPDATING THE BUILDING TYPES TABLE FOR CONSISTENCY WITH THE LIST OF PERMITTED USES FOR THE CONSENT DECREE AREA ; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Cocoa City Council
PUBLIC HEARING WILL BE HELD ON

December 10, 2024

AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
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Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

Legislation Details (With Text)

File #:	24-697	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/2/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Consideration on first reading for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2024 _ CG Major Recreational Equipment Sales v4 Clean.pdf 24-07000004 909 N Cocoa ZTA Application .pdf Legal Ad P&Z 909 N Cocoa ZTA_Oct2_affadavit.pdf Legal Ad City Council 1st Read 909 N Cocoa Affadavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2024.
Agenda Date: December 10, 2024.
Prepared By: Patrick Murray, Planning Consultant
Through: Stockton Whitten, City Manager
Requested Action:
Consideration on first reading for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district.

BACKGROUND:

The applicant, Mr. Thomas R. Sullivan, is requesting a zoning text amendment to Land Development Code Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, limited types of commercial vehicles sales and rentals, and limited heavy equipment sales and rentals to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. The proposed changes include site-design standards related to the storage of trailers and other Major Recreational Equipment.

The applicant held a pre-application meeting with the City to determine if their proposed use would

be allowed on a specific property in the C-G District. Generally, the applicant's use is to provide a point of sale and maintenance facility for utility trailers, enclosed trailers, and similar pull-behind tow-trailers. Based on the description of the business, it was determined by City staff that an update to the City's Code would be required in order for the business to operate in the C-G zoning district as proposed. While new and used automotive vehicles, agricultural equipment, and mobile home sales and/or rentals are permitted in the General Commercial District, the sale and rental of Major Recreational equipment, specific commercial vehicles, and specific Heavy Equipment, which is a specifically defined term, is not currently permitted or included in the C-G zoning district.

The existing definition for Major Recreational Equipment and Commercial Vehicle and Heavy Equipment in the Land Development Code is as follows:

> ***MAJOR RECREATIONAL EQUIPMENT***. Boats (excluding kayaks and canoes) and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, golf carts, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not (refer to article XIII, section 14).
>
> ***COMMERCIAL VEHICLES AND HEAVY EQUIPMENT***. Commercial, industrial or agricultural vehicles, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon the roads of the state, specifically including, but not limited to: semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll -back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes.

The proposed ordinance still prohibits most types of commercial vehicle and heavy equipment sales, which is permitted in the M-2 zoning district. However, it would allow for the sale and rental of *enclosed and unenclosed utility trailers only*.

Please note that Section (12)(a)(11) currently allows "New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 <https://library.municode.com/fl/cocoa/codes/code_of_ordinances?nodeId=PTIICO_APXAZO_ARTXIIISUDIRE_S28SARENEUSAUVEAGEQMAREEQMIREVEMOHOACUS> of the City Code." Given that the C-G doesn't currently consider Major Recreational Equipment or Commercial Vehicles and Heavy Equipment sales and rentals, a concern of staff was proper screening and buffering throughout the entire C-G district. As a result, the proposed use is being placed beneath existing use Section 12(A)(11), as (12), with the existing uses (12) to (17) to be shifted one number, as unique design standards that are above and beyond Appendix A, Article XIII, Section 28, are proposed, as seen below.

Request:

The applicant has requested an amendment to the Land Development Code to include Major Recreational Equipment, Commercial Vehicles and Heavy Equipment to the list of permitted uses of subsection (A)(11) in the C-G zoning district.

Although the request is to amend subsection (A)(11) in the C-G zoning district, staff believes that Major Recreational Equipment, and specifically Commercial Vehicles and Heavy Equipment, warrants its own subsection with conditions. This is due to the unique character of the definition and the need for correlating conditions to protect the health, safety, and welfare of the community.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

The proposed request outlines specific guidelines for the sale and maintenance of large recreational equipment, as well as the associated primary uses and structures in the C-G zoning district related to travel trailers. This request also includes limited types of commercial vehicles and heavy equipment sales and rentals to be included in the C-G zoning district. An amendment to the code is warranted and would enable these uses without requiring a special exception.

Staff Finding: Amending the land development code to include Major Recreational Equipment sales and rentals along with Commercial Vehicles and Heavy Equipment sales and rentals in the C-G zoning district promotes the ability to provide commercial services with similar uses in designated areas. Further, standards for storage of trailers related to site design and landscaping, provide a sense of aesthetics in areas that are intended along transportation corridors and in public view.

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 this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed amendment is consistent with the City's comprehensive plan and the properties underlying future land use category. Due to the geographic location and proximity to transportation corridors and public view, the proposed change is appropriate to the C-G category. Additionally, surrounding properties with C-G categorization include uses with automotive vehicles and agricultural equipment sales, storage garage, and automobile laundry or quick wash services.

Staff Finding: The proposed Zoning Text Amendment to include major recreational equipment and limited commercial equipment and heavy equipment in the Commercial General development category aligns with the City's Comprehensive Plan. The Comprehensive Plan designates the Commercial future land use category to support various retail, personal, and professional uses with direct access from a four-lane collector or two-lane arterial. Since the zoning district will not change, there will be no conflict with the comprehensive plan.

The proposed Zoning Text Amendment is consistent with key goals, objective, and policies in the City of Cocoa's Comprehensive plan.

Expanding the allowed uses in the C-G zoning district will help facilitate Comprehensive Plan Objective 1.1.4: Redevelopment. This objective encourages the redevelopment of areas where vacant, dilapidated, or substandard properties currently exist. Allowing Major Recreational Equipment

and limiting Commercial Vehicles and Heavy Equipment in the C-G zoning district will allow new commercial uses in areas where redevelopment is desirable.

Implementing design standards for the proposed uses in the C-G zoning district is consistent with the Comprehensive Plan Policy 1.2.1.7. The newly added design standards will emphasize aesthetics and human comfort while promoting a sense of place, especially at the street level.

Further, Comprehensive Plan Objective 12.1.4 aims to protect water quality. To prevent unintended oil or chemical spills associated with other motorized vehicles, the maintenance allowed on Major Recreational Equipment and the limited Commercial Vehicles and Heavy Equipment in the C-G zone will be limited to indoors.

Following review of the proposed application and supporting material, staff recommends the proposed text to add Major Recreational Equipment to the City's Land Development Code Appendix A, Article XI, Section 12 subsection (A) (12) and subject to the following conditions.

The proposed provisions outlined below pertain to specific sections of the Land Development Code related to Major Recreational Equipment, limited Commercial Vehicles and Heavy Equipment. These provisions have been adapted for consideration within the C-G zoning district:

12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:

a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.
b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.
c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5 (F).
d. Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.
e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in

height shall not be permitted.
f. Major recreational equipment permitted under this section shall not be used as living quarters.

PRIORITY AREA CONNECTION:

Choose an item..

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning & Zoning Board recommended approval - October 2, 2024

RECOMMENDED MOTION:

Pass on this **FIRST READING** Ordinance 13-2024 a Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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, Appendix A, Zoning, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa, Florida, sets forth the permitted uses in the General Commercial District (CG); and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Section 12 of the Zoning Ordinance to add major recreational equipment and certain very limited types of commercial vehicle and heavy equipment sales and rental as a permitted use and further establish conditions for such use; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; 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 Cocoa.

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article XI, Section 12, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI. It is intended that the text in Appendix A, Article XI 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. 12. District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) All principal uses and structures allowed in section 10, P-S Professional Services District, and section 11, C-N, Neighborhood Commercial District, except residential uses and child care centers, day nurseries or kindergartens.

(2) Any other retail sales outlet of products sold directly to the consumer.

(3) Wholesaling from sample stocks.

(4) Dry cleaning establishments using noninflammable solvents and cleaning fluids as determined by the fire chief.

(5) Business service establishments.

(6) Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses except drive-in theaters (enclosed structures shall be air conditioned).

(7) Automobile laundry or quick wash.

(8) Liquor stores (retail) and cocktail lounges.

(9) Storage garage, public and private automobile parking.

(10) Repair service establishments such as household appliances, radio and television and similar uses.

(11) New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.

(12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:

a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.

b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.

c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5(F).

d. Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.

e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

f. Major recreational equipment permitted under this section shall not be used as living quarters.

~~(12)~~ (13) Professional business schools, vocational and trade schools, not involving operations of an industrial nature.

~~(13)~~ (14) Printing, bookbinding, lithography and publishing establishments, blueprinting, photostating.

~~(14)~~ (15) Package store, beer and wine.

~~(15)~~ (16) Hotels and motels with no more than fifty (50) units per gross residential acre and with a minimum living area per dwelling unit of no less than three hundred (300) square feet.

~~(16)~~ (17) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

~~(17)~~ (18) Gym and fitness facilities.

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 on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** To add "major recreational equipment" as a permitted use in the C-G zoning district.

2. **Applicable City Code Section(s):** Article XI, Section 12(A)(11).

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): GrayRobinson, P.A.

   Name: Thomas R. Sullivan

   Mailing Address: 301 E. Pine Street, Suite 1400

   City: Orlando State: FL Zip Code: 32839

   Phone #: 407 244 5664 Fax #: 407 244 5690

   Mobile #: 407 275 7740 E-mail: thomas.sullivan@gray-robinson.com

4. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   c. ☒ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

The stated intent of the C-G zoning district is to be developed and preserved as a major commercial center serving the commercial needs of the community and region. Adding "major recreational equipment" as a permitted use is in keeping with the intent of the C-G zoning district as it would allow for the sale of work trailers for various small businesses in the City and surrounding area (i.e., utility trailers for landscapers, enclosed trailers for plumbers and contractors).

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 this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The requested amendment is consistent with a number of goals, objectives and policies set forth in the Future Land Use Element of the City's Comprehensive Plan, including Policy 1.1.2.9, which provides that Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

Applicant's Signature

6/2/24
Date

Thomas R. Sullivan
Applicant's Printed Name

14. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, Thomas R. Sullivan being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Thomas R. Sullivan
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Debra A Gilley
My Commission HH 451790
Expires 10/5/2027

Debra A Gilley
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 2nd day of June, 20 24

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Text Amendment as described in the attached application.

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

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STATE OF FLORIDA COUNTY OF Osceola.

I, Scott Locke on behalf of 4840 IRLO, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Thomas R. Sullivan of GrayRobinson, P.A. to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

DIANE T. BRADSHAW
MY COMMISSION # HH 270034
EXPIRES: September 29, 2026

Personally Known ✓ ~~OR Produced Identification~~

Type of I.D. Produced _____

Diane T. Bradshaw
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of May, 2024

Rev. 4-30-09

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
4840 IRLO, LLC

Filing Information

Document Number	L19000095835
FEI/EIN Number	84-2861329
Date Filed	04/11/2019
State	FL
Status	ACTIVE

Principal Address

3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Mailing Address

3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Registered Agent Name & Address

HALLOCK, DAVID D
ONE LAKE MORTON DR.
LAKELAND, FL 33801

Authorized Person(s) Detail

Name & Address

Title MGR

LOCKE, SCOTT
3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Annual Reports

Report Year	Filed Date
2022	02/28/2022
2023	03/01/2023
2024	03/07/2024

Document Images

03/07/2024 -- ANNUAL REPORT View image in PDF format

03/01/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
02/11/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
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 Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

09/24/2024

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 09/24/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commission expires

Publication Cost:	$598.16	
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KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING ZONING TEXT AMENDMENT

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/
LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

October 2, 2024

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

October 8, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-40316288

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
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 Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

12/03/2024

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 12/03/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON December 10, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

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Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-10744834

Legislation Details (With Text)

File #:	24-698	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/3/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	

Title: Consideration on 1st reading of Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit “A” attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G). (Planner)

Sponsors:

Indexes:

Code sections:

Attachments:
Ordinance 15-2024 - Rezoning Pine Grove Park_v2.pdf
Exhibit 'A' Pine Grove Park Zoning Amendment Location.pdf
Exhibit 'B' Pine Grove Park Future Land Use Map.pdf
Exhibit 'C' Pine Grove Park Zoning Amendment.pdf
Exhibit D Ordinance 11-2004.pdf
Exhibit E Ordinance 03-2006.pdf
Exhibit F Prior County Zoning Map.pdf
Legal Ad P&Z Pine Grove Park ZMA_Oct2_affadavit.pdf
Legal Ad P&Z Pine Grove Park ZMA_Dec4_affadavit.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024.
Agenda Date: December 10, 2024.
Prepared By: Jennifer Webster, Planner, City of Cocoa
Through: Stockton Whitten, City Manager
Requested Action:
Consideration on 1st reading of Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit “A” attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

BACKGROUND:

The Subject Parcels are generally located adjacent to State Road 520 near the intersections of Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on Exhibit “A”.

These parcels are located in the City of Cocoa taxing jurisdiction. Fifteen (15) of these properties were annexed into the City in 2004 from Brevard County (County), by Ordinance 11-2004, (Exhibit ‘D’) as part of a larger, 26-acre annexation of portions of the Pine Grove Park Subdivision and portions of the Pine Acres Plat. One (1) parcel was later annexed by Ordinance 03-2006 (Exhibit ‘E’). These properties were assigned a Future Land Use (FLU) of Commercial. However, a zoning category was not assigned at the time of the annexations. This makes future development challenging with the absence of a City zoning designation.

Upon analysis, Planning and Zoning staff is recommending these (16) parcels, totaling approximately 8.36 acres, be rezoned to City of Cocoa General Commercial (C-G).

STATISTICS

Future Land Use Designation: Current: Commercial

Zoning District: Prior (Brevard County):
Single-Family Residential (RU-1-9)
General Retail Commercial (BU-1)
Retail, Warehousing & Wholesale Commercial (BU-2)
Proposed: City of Cocoa General Commercial (C-G)

Existing Land Use: Various - Light industrial, misc. retail, personal services, vacant, unused

Council District: District 1 - Councilmember Alex Goins

Legal Ad Date: September 17, 2024 (original hearing date of October 2, 2024, postponed to date and time certain December 4th, 2024. Advertised on November 19th for December 10th, 2024 City Council 1st reading.)

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Commercial	General Commercial (C-G)	Automotive Sales & Repair
South	Low Density Residential	RU-1-7 (Single Family)	Single Family Homes
East	Commercial	General Commercial (C-G)	Automotive & Retail
West	Brevard County	Brevard County	Commercial / Industrial

ANALYSIS

Brevard County Zoning Comparison and Conformities. Part of the staff analysis in a rezone request is the potential creation of nonconforming lots. The following are descriptions of the Brevard County zoning classifications of the Subject Parcels when they were annexed.

Single-family residential, RU-1-9. There is one parcel in the Subject area with the former County classification of Single-family residential, or RU-1-9. “This residential zoning classification encompasses lands devoted to single-family residential development of spacious character [...]” *(Sec. 62-1341, Code of Ordinances of Brevard County).* This parcel is currently vacant and unoccupied and will be considered conforming in the City of Cocoa C-G zoning district.

General retail commercial, BU-1. There is one business in the Subject Parcel area with this former classification: the Brevard Sharing Center Thrift Store. “This zoning classification encompasses land devoted to general retail shopping, offices and personal services to serve the needs of the community […]”, *(Sec. 62-1482 Code of Ordinances of Brevard County*), and is allowed in this County zoning classification as a primary use. It is also allowed as a primary use in the proposed City of Cocoa C-G zoning district, and will be considered a conforming use in City of Cocoa C-G zoning district.

Retail, warehousing and wholesale commercial, BU-2. The remaining (14) parcels in the Subject Parcel area have this former County classification, and are a variety of retail, personal services, light industrial, manufacturing, or are vacant or unused. “This zoning classification encompasses lands devoted to general retail and wholesale business, contracting and heavy repair services and warehousing activities. […]” (*Sec. 62-1483, Code of Ordinances of Brevard County).*

Two of these businesses in the Subject Parcel area, which are of a light industrial and/or manufacturing nature, were allowed in this County zoning classification but with imposed conditions. However, in the proposed City C-G zoning district, they are not permitted uses and will be considered legally “nonconforming”, as described in the City of Cocoa Zoning Code ART X, Sec. 4, also discussed below.

The remaining (12) of the BU-2 parcels will be considered conforming in the City C-G zoning district. All of the businesses will be expected to comply with the code requirements and standards for screening, parking, safety, etc. In addition, all of the businesses will be required to maintain current business tax receipts with the City, as per the City of Cocoa Code, Chapter 12 - Local Business Taxes.

Legally nonconforming Uses of Land

As mentioned above there are two properties of an industrial and/or manufacturing nature whose uses are not permitted in the General Commercial zoning district and will be considered legally “nonconforming”. This simply means that they are legal uses, generally, but do not conform with the provisions of the district in which they are located, in this case, the requested City of the Cocoa General Commercial zoning district.

The existing industrial and/or manufacturing businesses that are deemed legally non-conforming will be allowed to continue as they have been, as long as they remain compliant with City code requirements and standards for screening, parking, safety, etc. They will not be penalized or be required to bring their site up to conformance with the development regulations of General Commercial, if they have not already done so. However, they will be subject to the following restrictions for legally nonconforming properties per the City of Cocoa Zoning Code ART X, including Sec. 4. - Nonconforming uses of land (Ord. No. 5-98, § 1, 2-10-98):

Where, at the effective date of adoption or amendment of this ordinance, lawful use of land exists

that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:

(A) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance; unless such use is changed to a use permitted in the district in which such use is located;

(B) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance;

(C) If any such nonconforming use of land ceases for any reason for a period of more than one hundred eighty (180) consecutive days, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district which such land is located;

(D) No additional structure which does not conform to the requirements of this ordinance shall be erected in connection with such nonconforming use of land.

I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The surrounding land area consists of primarily commercial use. Therefore, this request is not contrary to the established land use pattern.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As noted in the table above, the zoning districts across SR 520 to the north and adjacently east are General Commercial (C-G). The properties adjacent to the south are RU-1-7, Single Family Residential. There is one parcel that has been zoned RU-2-15, Multi-Family. The area of the subject parcels that will be designated as General Commercial (C-G) will not create an isolated district unrelated to adjacent and nearby districts.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The area to be rezoned, or receive a zoning assignment of, General Commercial has been of a commercial character since their annexation in 2004 and 2006. It is anticipated they will remain as-is, and are not anticipated to increase or overtax the load on public facilities such as schools, utilities, streets, access. The proposed zoning district (C-G) is consistent with the already-established Commercial Future Land Use category, which sets the maximum intensity of commercial development.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing district boundaries are not illogically drawn. Furthermore, the rezone from the residual, varying County classifications to General Commercial will unify these parcels into one category and extend the existing district boundary to the western City boundary.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.9 **Commercial** in that these areas are "intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses." Further, in Figure FLU-1, *Standards for Future Land Use Categories*, shows that C-G is an applicable zoning district for the Commercial FLU. The proposed rezone to C-G would not have an adverse effect on the Comprehensive Plan.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: It was recently brought to the City's attention that a property owner wished to place his property for sale and market it as a commercial property. Without a City zoning designation, this property was unmarketable as there were no associated permitted uses. The assignment of a General Commercial zoning will not only allow this property to be marketed as such, but will resolve the ambiguity of the allowed uses, and will establish the regulations for future commercial development.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and 2006, and have not significantly changed during that time. It is not anticipated this rezone will adversely influence the living conditions in the southerly adjacent neighborhood. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for area improvement.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. *The proposed change will create a drainage problem.*

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and 2006, and have not significantly changed during that time. At this time, it is not anticipated that the proposed rezoning will create a drainage problem. Any new commercial development in this area will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for commercial development standards so as not to impact public stormwater areas.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

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Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. However, as these properties are existing and the intent of this rezoning request is for them to continue in their current uses, it is not anticipated that this rezone will reduce light and air to adjacent areas.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: As the parcels have not significantly changed since their annexations, it is not anticipated this rezone will adversely affect property values in the adjacent areas. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for improvement which will increase property value in the neighborhood.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: On the contrary, the assignment of the City zoning category of General Commercial is expected to encourage the improvement and development of the subject parcels and adjacent property, given that there will be development standards to follow.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change is City-initiated and will not constitute a grant of special privilege to the property owners of the subject parcels as contrasted with the public welfare. The proposed zoning designation meets the requirements of the Comprehensive Plan and is consistent with the commercial zoning districts in the surrounding area.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: With the absence of a City zoning category, redevelopment is not possible. Assigning the category of General Commercial will now allow the property owners to redevelop their properties.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would be consistent with and an extension of the existing commercial character in the immediate area.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: There are no proposed uses being requested at this time, other than the uses that are permissible in the C-G zoning category. As the uses are existing, they are expected to continue. However, the rezoning of these properties will enable potential for redevelopment of the existing properties.

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Consistency with Comprehensive Plan Policies and Objectives
The proposed C-G "General Commercial" zoning designation is consistent with the allowable uses under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan, per Figure FLU -1, the *Standards for Future Land Use Categories.*

Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

Ordinance 11-2004 Annexation, adopted May 18, 2004
Ordinance 03-2006 Annexation, adopted January 4, 2006
Ordinance 15-2024 unanimously approved by Planning & Zoning Board, December 4, 2024

RECOMMENDED MOTION:

Staff recommends that City Council **APPROVE** on 1st reading, Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

ORDINANCE NO. 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); 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), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the subject properties were annexed into the City of Cocoa via Ordinances 11-2004 and 03-2006, and a Commercial (COMM) Future Land Use designation was assigned to such properties; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; 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. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Zoning Single-Family Residential (RU-1-9) (Parcel 1), General Retail Commercial (BU-1) (Parcel 14), and Retail, Warehousing, & Wholesale Commercial (BU-2) (remainder of parcels) to City of Cocoa General Commercial (C-G) for the parcels of real property identified by Tax Parcel ID Numbers 24-36-32-29-4-1 (Parcel 1), 24-36-32-29-4-20 (Parcel 2), 24-36-32-31-*-12 (Parcel 3), 24-36-32-29-4-5 (Parcel 4), 24-36-32-29-4-21 (Parcel 5), 24-36-32-29-4-4 (Parcel 6), 24-36-32-29-4-3 (Parcel 7), 24-36-32-29-4-2 (Parcel 8), 24-36-32-31-*-11 (Parcel 9), 24-36-32-31-*-1 (Parcel 10), 24-36-32-29-5-1 (Parcel 11), 24-36-32-29-5-2 (Parcel 12), 24-36-32-00-276 (Parcel 13), 24-36-32-29-4-6 (Parcel 14), 24-36-32-29-5-3 (Parcel 15), and 24-36-32-28-*-30 (Parcel 16), as further depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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. **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 regular meeting assembled on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Parcel 1:
Parcel ID: 24-36-32-29-4-1

Part of Block 4, Pine Grove Park Subdivision, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, more fully described as follows: From the North East corner of Pine Acres Subdivision located on the North Line of Block 4, of Pine Grove Park Subdivision, go Southerly along the East Line of said Pine Acres Subdivision, a distance of 150 ft., to the Point of Beginning; thence continue Southerly along said East Line of Pine Acres Subdivision a distance of 250 ft., to a Point on said line; thence go Easterly, parallel to the North line of said Block 4 of said Pine Grove Park Subdivision a distance of 140 ft.; thence go Northerly, parallel to the East line of said Pine Acres Subdivision a distance of 250 ft.; thence go Westerly, parallel to the North line of Block 4, Pine Grove Park Subdivision, a distance of 140 feet to the Point of Beginning, containing 0.80 acres, more or less.

Parcel 2:
Parcel ID: 24-36-32-29-4-20

Part of Block 4, Pine Grove Park, Subdivision, Plat Book 9, Page 24, Public Records of Brevard County, Florida, more fully described as follows:

From the Northeast corner of Pine Acres Subdivision, Plat Book 9, Page 46, Public Records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision, a distance of 150 feet to the point of beginning; thence for a first course continue Southerly along said East line of said Pine Acres Subdivision, a distance of 100 feet; thence for a second course run Easterly parallel to the North line of said Block 4 of Pine Grove Park Subdivision, a distance of 140 feet; thence for a third course run Northerly parallel to the first course a distance of 100 feet; thence for a forth course, run Westerly parallel to the second course, a distance or 140 feet to the point of beginning.

Parcel 3:
Parcel ID: 24-36-32-31-*-12

Lots 12, Plat of Pine Acres, according to the plat thereof, as recorded in Plat Book 9, Page(s) 46, of the Public Records of Brevard County, Florida

Parcel 4:
Parcel ID: 24-36-32-29-4-5

The North 150 feet of the East 75 feet of Block 4 of PINE GROVE PARK, according to the Plat thereof as recorded in Plat Book 9, Page 24 of the Public Records of BREVARD County, Florida

Parcel 5:
Parcel ID: 24-36-32-29-4-21

COMMENCE at the Northeast corner of Block 4 of the Plat of PINEGROVE PARK, a subdivision of the East 1/2 of the Southwest 1/4 and part of the South 1/2 of the Northwest 1/4, Section 32, Township 24 South, Range 36 East and recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida; run thence Westerly along the North line of said Block 4 and the South line of State Road 520 a distance of 75 feet to the Point of beginning of the land herein described; from said Point of Beginning, run Westerly along the North line of said Block 4 and the South line of State Road 520, a distance of 140 feet to a point; thence Southerly parallel to and 215 feet West of the East line of said Block 4, a distance of 150 feet to a Point; thence Easterly parallel to and 150 feet South of the North line of said Block 4, a distance of 140 feet; thence Northerly parallel to and 75 feet West of the East line of said Block 4, a distance of 150 feet to the Point of Beginning.

Parcel 6:
Parcel ID: 24-36-32-29-4-4

Beginning at the northeast corner of Block 4 of PINE GROVE PARK SUBDIVISION, according to the plat of said subdivision as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida; thence westerly along the north line of said Block 4 a distance of 215 feet to a point, called the Point of Beginning (POB); thence continue westerly along said north line a distance of 100 feet to a point, said point lying and being on the northeast corner of that certain parcel heretofore conveyed to the County of Brevard for fire department purposes; thence southerly on a line parallel to the east line of said Block 4 a distance of 150 feet to a point; thence easterly on a line parallel to the north line of said Block 4 a distance of 100 feet to a point; thence northerly on a straight line to the POB.

AND

Beginning at the northeast corner of Block 4 of PINE GROVE PARK SUBDIVISION, according to the plat of said subdivision as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida; thence westerly along the north line of said Block 4 a distance of 365 feet to a point; thence southerly on a line parallel to the east line of said Block 4 a distance of 150 feet to the point of beginning (POB); thence continue southerly along said line a distance of 275 feet to a point; thence easterly on a line parallel to the north line of said Block 4 a distance of 140 feet to a point lying on the west line of that parcel heretofore conveyed to the Seventh Day Adventist Church; thence northerly on a line parallel to the east line of said Block 4 a distance of 275 feet to a point; thence westerly on a straight line to the POB.

Parcel 7:
Parcel ID: 24-36-32-29-4-3

PARK OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. OFFICIAL RECORD BOOK 2601 PAGE 1995, AS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID BLOCK 4, GO WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF THREE HUNDRED AND FIFTEEN (315) FEET TO A POINT OF BEGINNING; THENCE GO SOUTHERLY, PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF ONE HUNDRED AND FIFTEEN (150) FEET; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF FIFTY (50) FEET; THENCE GO NORTHERLY, PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 4, THENCE GO EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

Parcel 8:
Parcel ID: 24-36-32-29-4-2

A one-half (1/2) undivided interest in the following described property:

Part of Block 4 of the Subdivision of **PINE GROVE PARK** as recorded in Plat Book 9, page 24, Public Records of Brevard County, Florida, more fully described as follows:

For a Point of Beginning commence at the NE corner of Pine Acres Subdivision according to the plat thereof as recorded in Plat Book 9, page 46; from this Point of Beginning and for a first course run East along the North line of said Block 4, a distance of 140 feet to a point; thence for a second course run South and parallel to the East line of said Pine Acres Subdivision, a distance of 150 feet to a point; thence for a third course run West and parallel to the North line of said Block 4, a distance of 140 feet to a point; thence for a fourth course run Northerly along the East line of Pine Acres Subdivision, a distance of 150 feet to the Point of beginning. Parcel ID#: 24-36-32-29-4-2

Parcel 9:
Parcel ID: 24-36-32-31-*-11

Lot 11, PLAT OF PINE ACRES, according to the Plat thereof recorded in Plat Book 9, Page 46, of the Public Records of Brevard County, Florida.

Parcel 10:
Parcel ID: 24-36-32-31-*-1

Lot 1, PLAT OF PINE ACRES, according to the Map or Plat thereof, as recorded in Plat Book 9, Page 46, of the Public Records of Brevard County, Florida.

Parcel 11:
Parcel ID: 24-36-32-29-5-1

The West 50 feet of the East 250 feet of the North 150 feet of Block 5, PINE GROVE PARK, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

AND

The South 1/2 of the West 75 feet of the East 200 feet of the North 200 feet of Block 5, PINE GROVE SUBDIVISION, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

AND

The North 1/2 of the West 75 feet of the East 200 feet of the North 200 feet of Block 5, PINE GROVE PARK, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

Parcel 12:
Parcel ID: 24-36-32-29-5-2

Begin at a point on the South right-of-way of State Road No. 520, which is also the North line of Block 5, Plat of Pine Grove Park, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, 250.00 feet East of the Northwest corner of said Block 5; from the Point of Beginning run East along the North line of said Block 5, 100.00 feet; thence South parallel with the West line of said Block 5, 150.00 feet; thence West parallel with said North line, 100.00 feet; thence North parallel with the West line of said Block 5, 150.00 feet to the Point of Beginning. All being and lying in Block 5, Plat of Pine Grove Park, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida.

Parcel 13:
Parcel ID: 24-36-32-00-276

PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 5 PINE GROVE PARK. AS RECORDED IN PLAT BOOK 9 PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY. FLORIDA. AND THENCE S 00°00'00" W, A DISTANCE OF 200.00 FEET; THENCE RUN N 89°24'00" W A DISTANCE OF 125.00 FEET; THENCE RUN N 00°00'00" E. A DISTANCE OF 272.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 520; THENCE RUN S 89°24'00" E. ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 155.00 FEET; THENCE RUN S 00°00'00" W. A DISTANCE OF 72.50 FEET; THENCE RUN N 89°24'00" W. A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND;
COMMENCE AT THE NORTHWEST PORTION OF LAND DESCRIBED IN VIRGINIA PARK RESUBDIVISION, PART OF TRACT 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1221 PAGE 171, PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL OF LAND, AND THENCE RUN S 00°00'00" E, A DISTANCE OF 72.50 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°20'35" E , A DISTANCE OF 6.00 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 37.10 FEET; THENCE RUN S 90°00'00" E A DISTANCE OF 9.00 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 128.22 FEET; THENCE RUN S 89°31'15" W, A DISTANCE OF 15.00 FEET; THENCE RUN N 00°00'00" E A DISTANCE OF 165.45 FEET TO THE POINT OF BEGINNING

PARCEL 2:

A 140.16 FOOT BY 72.50 FOOT PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 5, PINE GROVE PARK, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THENCE RUN N 89°24'00" W., A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°24'00" W., A DISTANCE OF 140.16 FEET; THENCE RUN N 00°00'00" E., A DISTANCE OF 72.50 FEET TO THE SOUTH R/W LINE OF KING STREET; THENCE RUN S 89°24'00" E., ALONG SAID SOUTH R/W LINE, A DISTANCE OF 140.16 FEET; THENCE RUN S 00°00'00" W., A DISTANCE OF 72.50 FEET TO THE POINT OF BEGINNING.

Parcel 14:
Parcel ID: 24-36-32-29-4-6

A part of Block 4, PINE GROVE PARK SUBDIVISION, as shown on a plat of said subdivision, recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, more fully described as follows:

From the Northeast corner of said Block 4, PINE GROVE PARK SUBDIVISION, go Southerly along the East line of said Block 4, a distance of 150 feet to the point of beginning (also the Southeast corner of the property deeded to M.W. Ford and C.H. Graf on or about August 1958); thence continue Southerly along the East line of said Block 4, a distance of 200 feet; thence go Westerly, parallel to the North line of said Block 4, a distance of 225 feet; thence go Northerly, parallel to the East line of said Block 4, a distance of 200 feet; thence go Easterly, parallel to the North line of said Block 4, a distance of 225 feet to the point of beginning.

Start at the Northeast corner of Block 4, PINE GROVE PARK SUBDIVISION, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida; thence run Southerly along the East line of said Block 4, a distance of 350 feet to a point of beginning; thence run Westerly, parallel to the North line of said Block 4, a distance of 225 feet; thence run Southerly, parallel to the East line of said Block 4, a distance of 150 feet; thence run Easterly, parallel to the North line of said Block 4, a distance of 150 feet to the point of beginning; the parcel of land herein described being a rectangular parcel with sides of 150 feet by 225 feet.

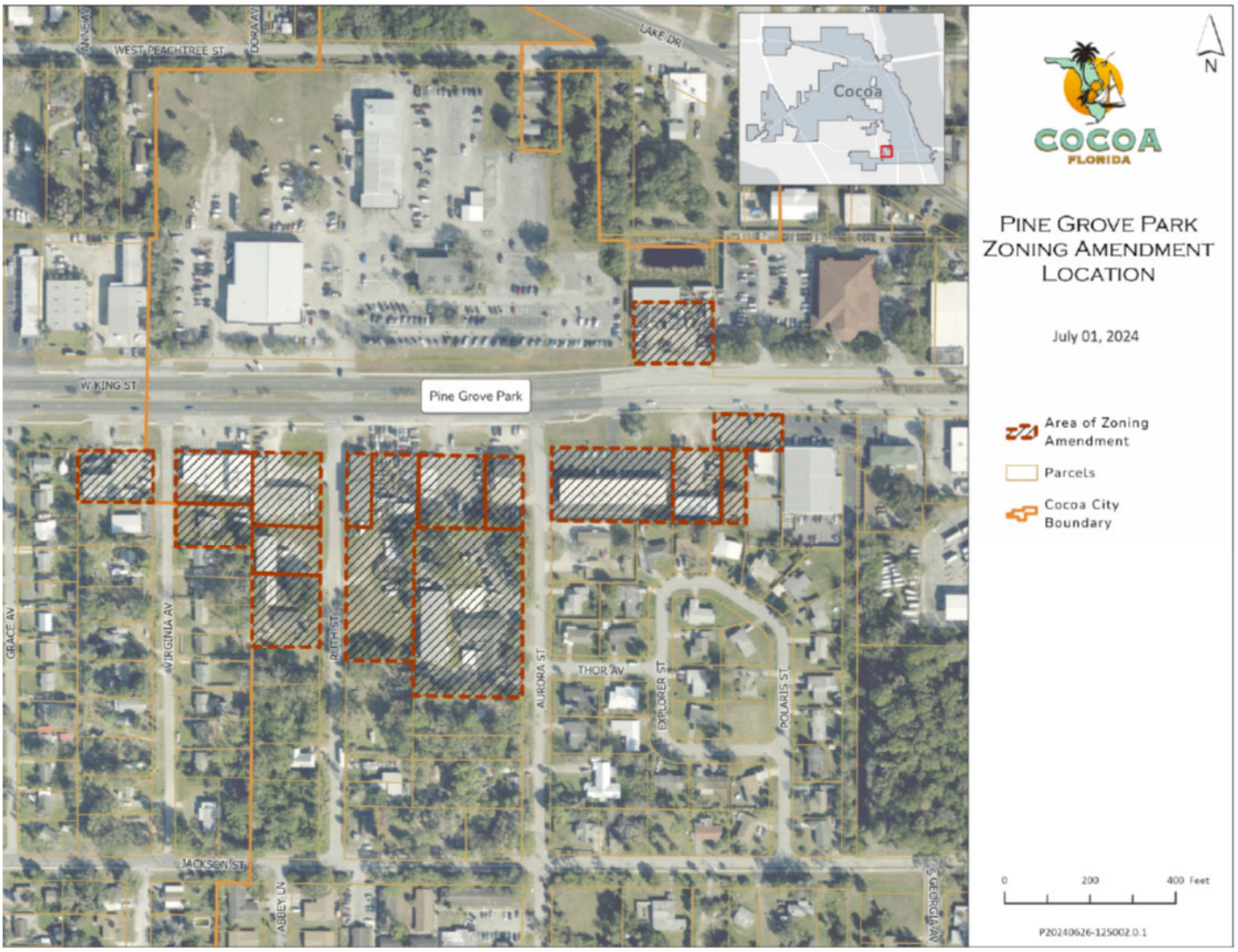
Parcel 15:
Parcel ID: 24-36-32-29-5-3

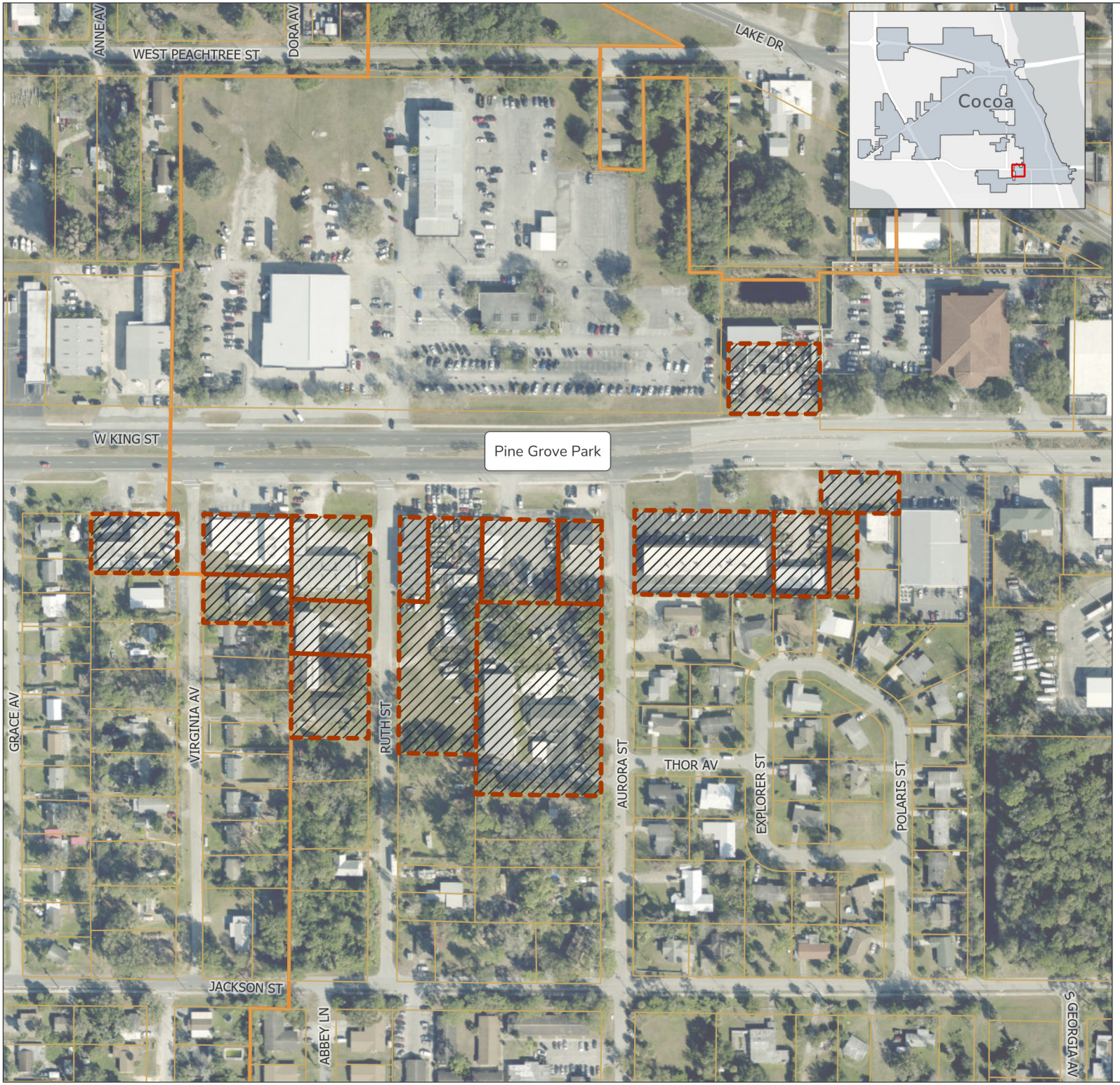
The West 250 feet of the North 150 feet of Block 5, Plat of Pine Grove Subdivision, according to the map or plat thereof as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida.

Parcel 16:
Parcel ID: 24-36-32-28-*-30

That part of Lots 30, 31 and 32, Block 1, Plat of Subdivision of Block No. 1, of Pine Grove Park, according to the Plat recorded in Plat Book 9, Page 34, of the Public Records of Brevard County, Florida, described as follows: Commence at the SE corner of Lot 32, aforesaid, and for a first course, run Westerly along the North right of way of State Road 520, a distance of 170 feet; thence for second course, run Northerly and parallel to the West line of Lot 30, aforesaid, a distance of 125 feet; thence for a third course run Easterly and parallel to the first course 170 feet to the East line of Lot 32, aforesaid; thence for a fourth course run Southerly along the East line of Lot 32, aforesaid, a distance of 125 feet to the Point of Beginning.

Depiction of Subject Properties:





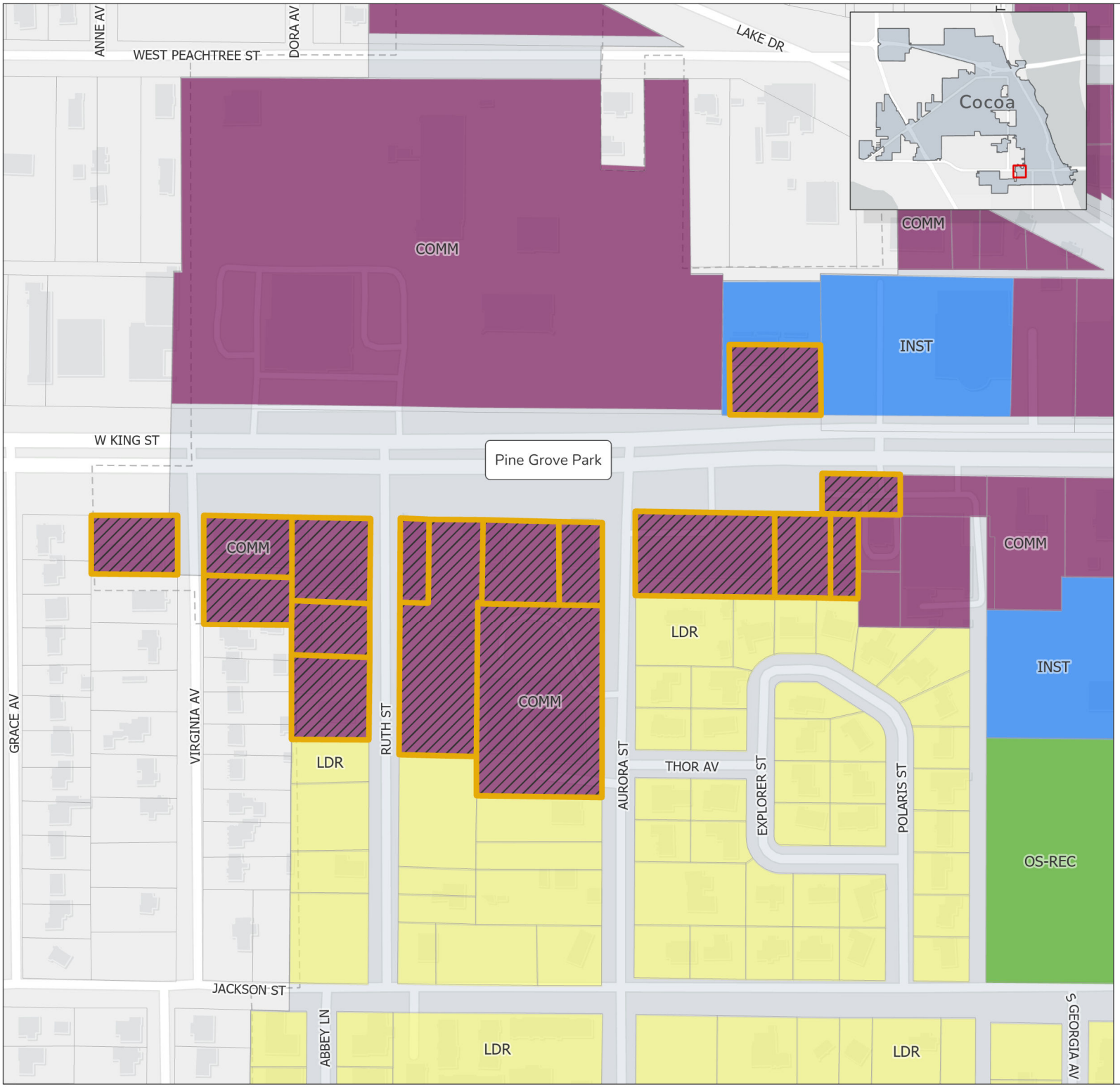
Pine Grove Park Zoning Amendment Location

July 01, 2024

- Area of Zoning Amendment
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240626-125002.0.1



N

COCOA
FLORIDA

Pine Grove Park Future Land Use

August 19, 2024

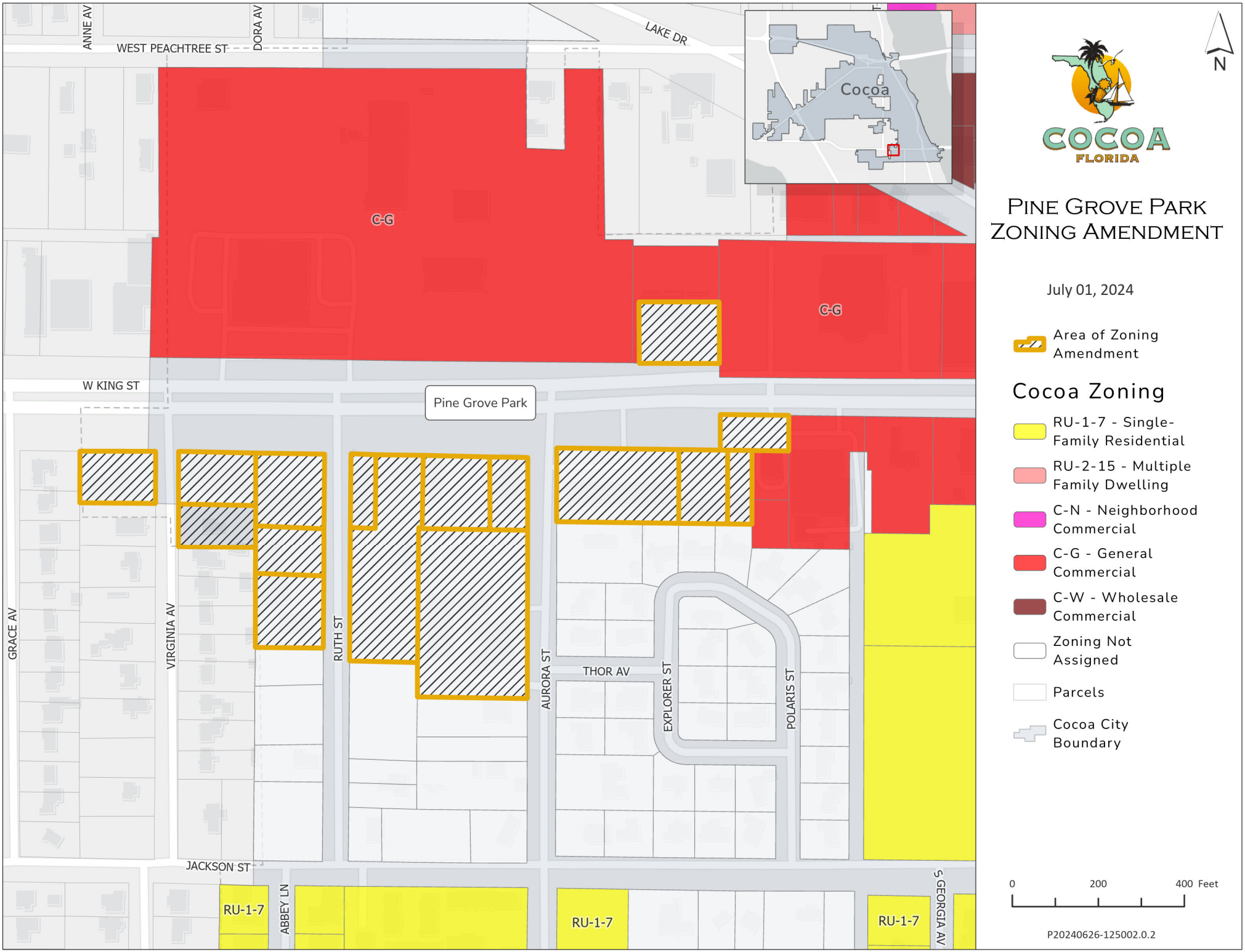
Subject Parcels

Future Land Use

- Low Density Residential
- Commercial
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240626-125002.0.3


ANNE AV
DORA AV
WEST PEACHTREE ST
LAKE DR
Cocoa
C-G
C-G
W KING ST
Pine Grove Park
GRACE AV
VIRGINIA AV
RUTH ST
AURORA ST
THOR AV
EXPLORER ST
POLARIS ST
JACKSON ST
ABBEY LN
S GEORGIA AV
RU-1-7
RU-1-7
RU-1-7
N
COCOA
FLORIDA
PINE GROVE PARK
ZONING AMENDMENT
July 01, 2024
Area of Zoning Amendment
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
C-N - Neighborhood Commercial
C-G - General Commercial
C-W - Wholesale Commercial
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240626-125002.0.2

ORDINANCE NO 11-2004.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 26 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH AND NORTH OF STATE ROAD 520 AND EAST OF VIRGINIA AVENUE TO THE WESTERN BOUNDARY OF THE CURRENT CORPORATE LIMITS, OF WHICH THE RESIDENTIAL AREA IS GENERALLY KNOWN AS PINEGROVE SUBDIVISION; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR A REFERENDUM FOR APPROVAL BY THE REGISTERED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Council has determined that the annexation of the properties within the Subject Area have met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. Referendum by Registered Electors. This ordinance proposing to annex the property herein described to the corporate limits to the City of Cocoa shall be submitted to a vote of the registered electors of the area herein proposed to be annexed. The referendum for annexation shall be held May 18, 2004, with a ballot in a form substantially similar to that set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. Such election shall be held in conformity with the laws and ordinances now in effect and in conformance with the provisions of Chapter 171, Florida Statutes.

Section 3. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after the referendum, providing that there is a majority vote for annexation by the registered electors of the area proposed herein to be annexed.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2004.

Judy Parrish, Mayor

ATTEST

Joan Clark, City Clerk

First Reading: March 23, 2004
Second Reading: April 13, 2004
Effective Date: May 28, 2004

EXHIBIT "A"
Legal Description

The subject property is generally described as an area located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

BEGIN at the intersection of the East line of the Northwest ¼ of said Section 32 with the North right of way line of State Road No. 520, said point being the ***Point of Beginning***; thence run N 89°31'55" W, along said North right of way line, a distance of 295.16 feet to a point of right of way transition; thence run N 00°28'05" E, along said transition, a distance of 27.50 feet to the Southeast corner of Lot 32 of the PLAT OF SUBDIVISION OF BLOCK NO. 1 OF PINE GROVE PARK, recorded in Plat Book 9, Page 34 of the public records of Brevard County, Florida; thence run N 00°07'56" W, along the East line of said lot, a distance of 132.80 feet to a point on the South line of the North 118.66 feet of said Lot 32; thence run N 89°59'23" W, along said South line and its Westerly extension, a distance of 170.60 feet; thence run S 00°23'58" E, a distance of 132.33 feet to a point on the North right of way line of State Road No. 520; thence run N89°28'34"W along said North right of way, a distance of 989.00 feet to a point on the Southwest corner of Lot 17 of said PINE GROVE PARK subdivision; thence run S00°28'13"W, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run N 89°42'30" W, a distance of 141.55 feet to a point on the Northwest corner of Lot 1 of the PLAT OF PINE ACRES, recorded in Plat Book 9, Page 46 of the public records of Brevard County, Florida; thence run S 00°17'30" W, along the West line of said Lot 1, a distance of 110.00 feet to a point on the Southwest corner of said Lot 1; thence run S 89°42'30"E, a distance of 350.00 feet to a point on the Southeast corner of Lot 11 of said PLAT OF PINE ACRES; thence run S 00°17'30" W, a distance of 774.70 feet to a point on the South right of way line of Jackson Street; thence run S89°37'15"E, along said South right of way line, a distance of 615.00 feet to a point on the East right of way line of Aurora Street; thence run S 00°09'20" W, along the said East right of way line, a distance of 498.80 feet to a point on the North line of Block "A", PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, public records of Brevard County, Florida; thence run S 89°37'15" E, a distance of 641.52 feet to a point on the East line of the Northeast ¼ of the Southwest ¼ of said Section 32; thence run N 00°07'55" W along the East line of said quarter section and the East line of the Southeast ¼ of the Northwest ¼ of sad Section 32, a distance of 1180.90 feet to a point which is the Easterly projection of the South line of a tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N89°31'55"W, along said line, a distance of 230.00 feet to a point on the Southwest corner of the tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N 00°07'55" W, along said tract of land, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run S89°31'55"E, a distance of 230.00 feet to a point on the East line of the Southeast ¼ of the Northwest ¼ of said Section 32; thence run N 00°07'55" W, along the East line of said quarter section, a distance of 172.50 feet to a point on the North right of way line of State Road No. 520, said point being the ***Point of Beginning***.

Containing 39.51 acres more or less.

EXHIBIT "B"

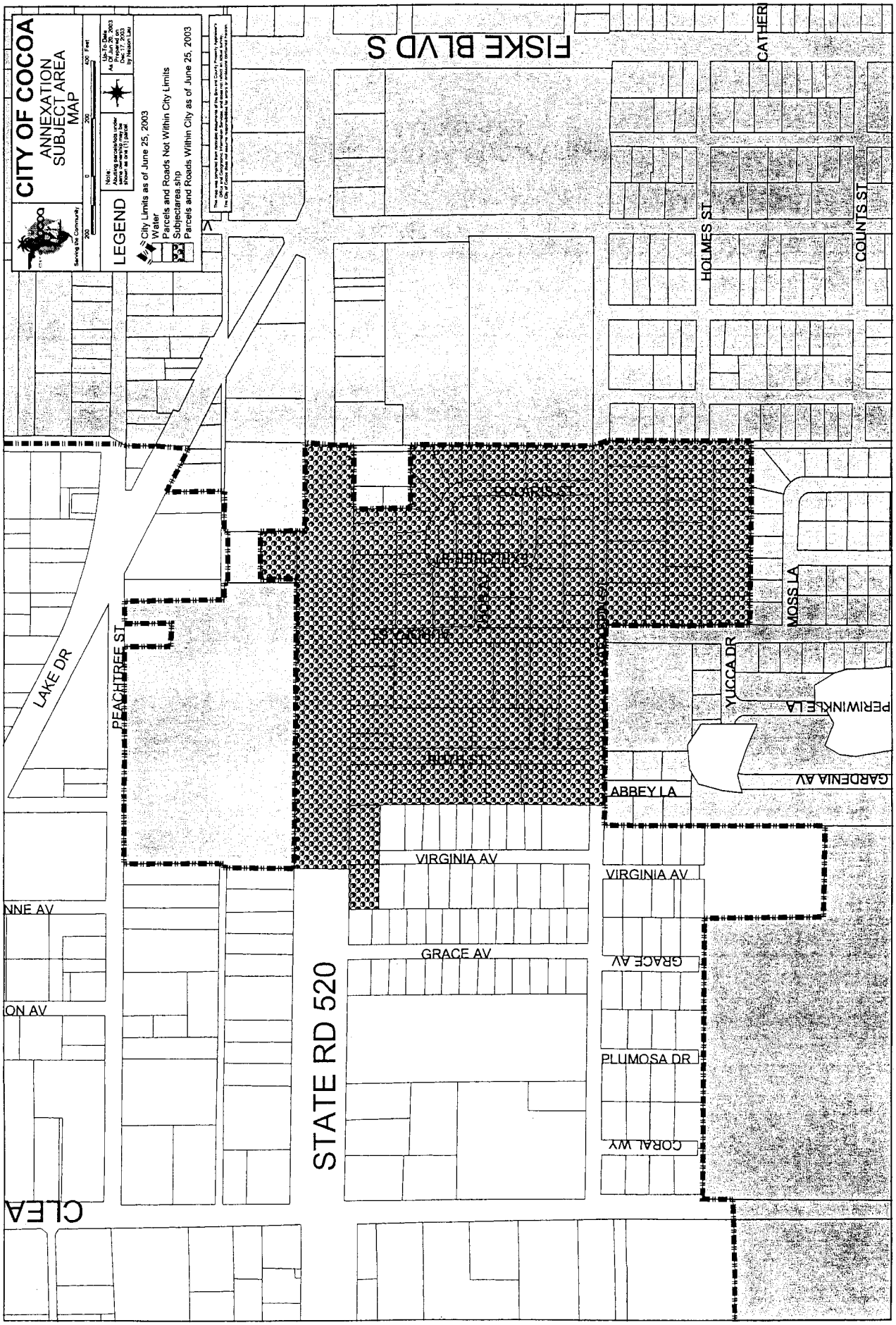

CITY OF COCOA
ANNEXATION
SUBJECT AREA
MAP
Saving the Community
0
200
400 Feet
LEGEND
City Limits as of June 25, 2003
Water
Parcels and Roads Not Within City Limits
Subjectarea.shp
Parcels and Roads Within City as of June 25, 2003
Note:
Abutting parcels/lots under same ownership are shown as one (1) parcel
Up-To-Date
As of June 25, 2003
Prepared on
June 25, 2003
by Nelson Lau
FISKE BLVD S
CATHER
HOLMES ST
COUNTS ST
MOSS LA
YUCCA DR
PERIWINKLE LA
GARDENIA AV
ABBEY LA
LAKE DR
PEACHTREE ST
VIRGINIA AV
GRACE AV
PLUMOSA DR
CORAL WY
STATE RD 520

EXHIBIT "C"

PINEGROVE
ANNEXATION REFERENDUM

The City of Cocoa has adopted Ordinance No. 11-2004 calling for annexation to the City of Cocoa of certain land located adjacent to the City generally known as the Pinegrove Subdivision. Annexation will not occur unless a majority of the registered electors casting ballots in the area proposed to be annexed approve the annexation.

_____ For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

_____ Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA **COUNTY OF BREVARD**

We, the undersigned, George B. Turner, County Court Judge, Fred D. Galey, Supervisor of Elections, and Sue Carlson, Member of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 18th day of May, 2004, and proceeded publicly to canvass the votes given for the **CITY OF COCOA SPECIAL MAIL BALLOT ANNEXATION ELECTION** held on the 18th day of May, A.D., 2004 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Pinegrove Annexation Referendum the whole number of votes cast was 46 of which number

For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 32 votes

Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 14 votes

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

(SEAL)

MEMBER, BOARD OF COUNTY COMMISSIONERS

REPORT ON CONDUCT OF ELECTION

(Section 102.141(6), F.S.)

Brevard County, Florida

CITY OF COCOA SPECIAL MAIL BALLOT ELECTION.....May 18, 2004

1. Did you have any problems which occurred as a result of equipment malfunctions either at the precinct level or at a counting location?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

2. Did you have any difficulties or unusual circumstances encountered by an election board or the canvassing board?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

3. Do you know of any other problems which the canvassing board feels should be made a part of the official election record?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

County Court Judge

Supervisor of Elections

Member, Board of County Commissioners

May 18, 2004
Date Signed

NOTE: This report must be filed at the same time that the results are certified to the Division of Elections. (Not later than 5 p.m. on the 7th day after an election.)

DS-DE 81 (Rev. 9/97)

CFN 2006027358 01-30-2006 11:29 am
OR Book/Page: 5597 / 5395

ORDINANCE NO. 03-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 0.28 ACRES OF REAL PROPERTY GENERALLY LOCATED NEAR THE SOUTHEAST CORNER OF VIRGINIA AVENUE AND STATE ROAD 520; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, Joseph Welnack has petitioned the City of Cocoa for annexation of a parcel of land identified by Brevard County Parcel Identification Number 24-36-32-31-00000.0-0012.00; and

WHEREAS, the City Council has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 41.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 4. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

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 regular meeting assembled on the 24 day of January, 2006.



CFN 2006027358
OR Book/Page: 5597 / 5396

Michael C. Blake, Mayor

ATTEST

Joan Clark, City Clerk

First Reading: **January 10, 2006**
Second Reading: **January 24, 2006**
Effective Date: **January 24, 2006**

CFN 2006027358
OR Book/Page: 5597 / 5397

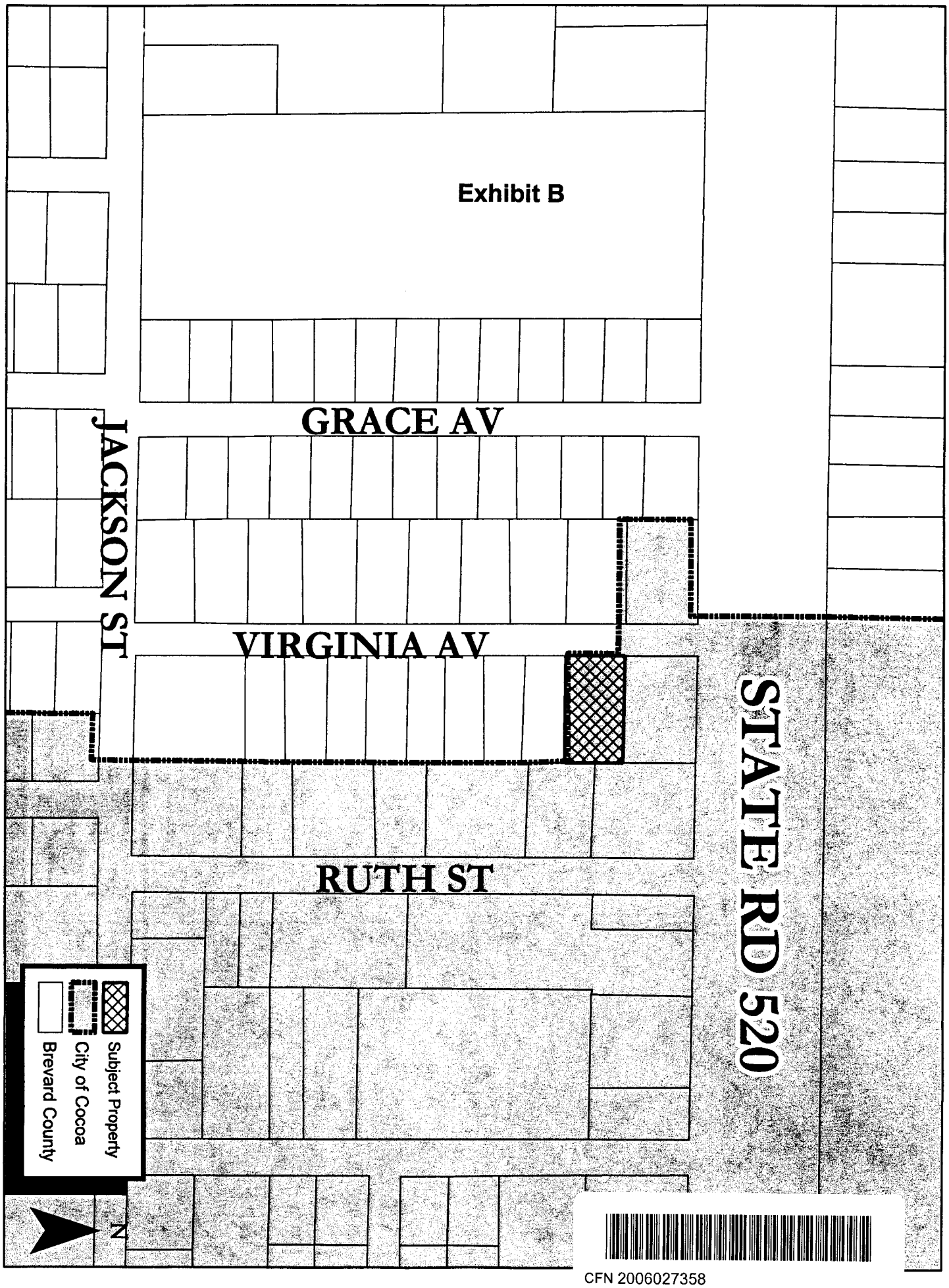
EXHIBIT "A"
Legal Description

The subject property is generally described as Lot 12 of PINE ACRES SUBDIVISION, recorded in Plat Book 9, Page 46 of the Public Records of Brevard County, Florida, located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Lot 11 of PINE ACRES SUBDIVISION, recorded in Plat Book 9, Page 46, of the public records of Brevard County, Florida, said point being at the intersection of the South right of way line of State Road 520 and the East right of way line of Virginia Avenue; thence run S00°32'30"E, along the East right of way line of Virginia Avenue, a distance of 110.04 feet to the Northwest corner of Lot 12 of said PINE ACRES SUBDIVISION, said point being the ***Point of Beginning***; thence continue S00°32'30"E, along the East right of way of Virginia Avenue, a distance of 79.96 feet to the Southwest corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run S89°42'30"E, along the South line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 149.96 feet to the Southeast corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run N00°32'30"W, along the West line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 80.04 feet to the Northeast corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run N89°42'30"W, along the North line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 149.97 feet to the Northwest corner of Lot 12 of said PINE ACRES SUBDIVISION, said point being the ***Point of Beginning***.

Containing 0.275 acres more or less.

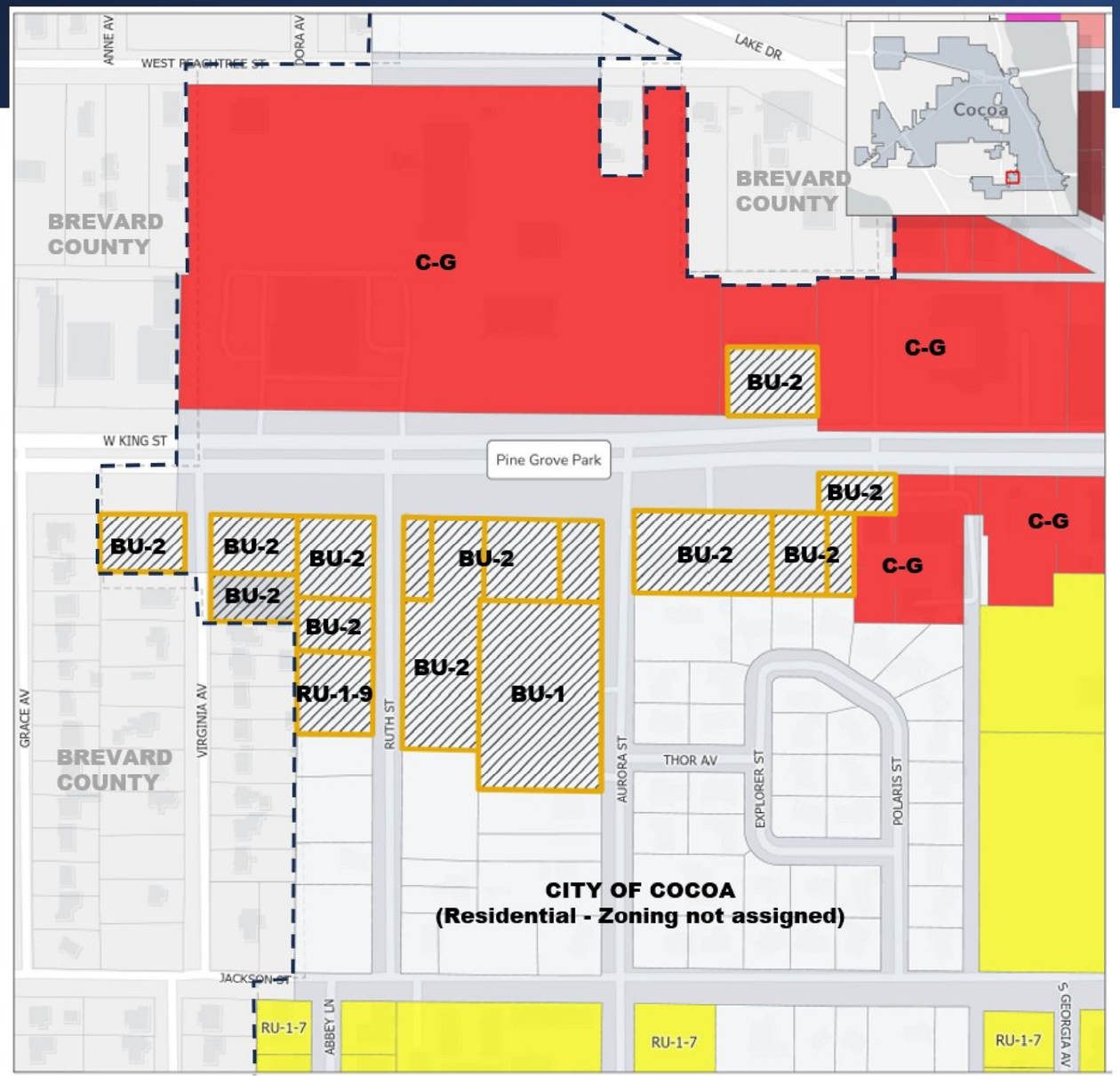
CFN 2006027358
OR Book/Page: 5597 / 5398



CFN 2006027358
OR Book/Page: 5597 / 5399

EXHIBIT "F"
PRIOR BREVARD COUNTY ZONING MAP

COCOA
FLORIDA



MAP LEGEND:

- Area of Zoning Amendment

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- C-G - General Commercial
- C-W - Wholesale Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

Map Date: November 6, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
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:

09/17/2024

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 09/17/2024

Keegan Leoran
Legal Clerk

Notary, State of WI, County of Brown

8.25.26
My commission expires

Publication Cost:	$316.64	
Tax Amount:	$0.00	
Payment Cost:	$316.64	
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Customer No:	1127247	1
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MARIAH VERHAGEN
Notary Public
State of Wisconsin

Ad# 9/17/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING ORDINANCE:

PZ 24-07100004 PINE GROVE PARK ZONING MAP AMENDMENT | ORD 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.
TAX PARCEL ID NUMBERS:
TAX PARCEL ID 24 3632-29-4-1, 115 RUTH ST, COCOA, FL 32922; TAX PARCEL ID 24 3632-29-4-20, RUTH ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-12, 112 VIRGINIA AVE COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-5, W 1305 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-21, W 1313 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-4, W 1315 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-3, W 1325 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-2, W 1335 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-11, W 1343 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-1, W 1411 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-1, W 1231 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-2, W 1233 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-00-276, W KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-6, 111 AURORA ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-3, W 1265 KING ST COCOA FL 32922; TAX PARCEL ID 24-36-32-28-*-30, W 1236 KING ST COCOA FL 32922.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
October 2nd, 2024
CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
October 8th , 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at ,
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

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Florida
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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
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:

11/19/2024

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 11/19/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$318.71		
Tax Amount:	$0.00		
Payment Cost:	$318.71		
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Customer No:	1127247	1	
PO #:			

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KAITLYN FELTY
Notary Public
State of Wisconsin

Ad#10770508 11/19/2024

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

PZ 24-02100004 PINE GROVE PARK ZONING MAP AMENDMENT LORD 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

TAX PARCEL ID NUMBERS:
TAX PARCEL ID 24 3632-29-4-1, 115 RUTH ST, COCOA, FL 32922; TAX PARCEL ID 24 3632-29-4-20, RUTH ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-12, 112 VIRGINIA AVE COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-5, W 1305 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-21, W 1313 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-4, W 1315 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-3, W 1325 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-2, W 1335 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-11, W 1343 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-31-*-1, W 1411 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-1, W 1231 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-2, W 1233 KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-00-276, W KING ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-4-6, 111 AURORA ST COCOA FL 32922; TAX PARCEL ID 24 3632-29-5-3, W 1265 KING ST COCOA FL 32922; TAX PARCEL ID 24-36-32-28-*-30, W 1236 KING ST COCOA FL 32922

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
December 4th, 2024
CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
December 10th, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at ,
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

Legislation Details (With Text)

File #:	24-682	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	11/22/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to $2,741.58 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	reduction App.pdf LR Staff Report. 228 Beverly.pdf Cost Aff -$2274.72.xlsx Beverly Rd.pdf BCPA(New Owner).pdf 2. NOV.pdf 3. NOH.pdf 4. NOHNC.pdf Lien.pdf usps.pdf 1 (1).JPG Follow up letter #1.pdf Follow up letter #2.pdf BO.pdf 23 dmndltr.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2024.
Agenda Date: December 10, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Chief of Police)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to $2,741.58 as recommended by the Code Enforcement Board.

BACKGROUND:

Case #21-0044

Code Enforcement Offense:
On **April 26th, 2021** Code Enforcement conducted a proactive patrol on Beverly Road and observed

code violations at 228 Beverly Road. The owner Joe Shaffer, was found in violation of "Storing Outdoors, Ch 6 Sec. 6-900, Accumulation of Trash and Litter Ch 6 Sec. 6-900 (b), Permit Required App A Art. XV Sec 2 (a) and Tents as accessory structures is prohibited APP. A,ART.XIII, Sec.6, A notice of violation was generated on **April 26th, 2001** and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on **June 17th, 2021**, at which time found the Board Found the owner Joe Shaffer in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** $100.00 per day
- **Duration:** From 07/17/2021 to 02/09/2024
- **Total Fine Amount:** $93,720.00

Lien Reduction Request: Barry Shaffer (current property owner) is requesting a reduction of the lien to the cost of staff **$2,741.58.**

RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 228 Bevely Road, be reduced to the amount of **$2,741.58** as recommended by the Code Enforcement Board.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any Previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Ownership at Time of violation**: No, the property was bequeathed to the new owner.
- **Residency:** The property is vacant with a **pending sale**.
- **Number of Violations:** 4
- **Number of Inspections:**19
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected on November 21, 2024 and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** $195,200
- **Staff Cost:** $2,741.58

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve

- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to $2,741.58 as recommended by the Code Enforcement Board.

powered by Legistar™

Application # CE - 21 - 44

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
JUN 27 2024
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 6/12/13

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Barry Rexford Shaffer

Mailing Address: 3380 South Tropical Trail

City: Merritt Island State: Fl Zip Code: 32952

Phone #: 321-432-4320 Fax #: —

Mobile #: 321-432-4329 E-mail: bshaffer4137@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Barry Rexford Shaffer

Mailing Address: 3380 South Tropical Trail

City: Merritt Island State: Fl Zip Code: 32952

Phone #: 321-432-4320 Fax #: —

Mobile #: 321-432-4320 E-mail: bshaffer4137@gmail.com

3. **Property Owner Information:** * *Check here if same as Applicant* → ☐

*. *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Second Owner

Name: Eric Wesley Shaffer

Mailing Address: 611 Mourning Dove Circle

City: Lake Mary State: Fl Zip Code: 32746

Phone #: 407-687-1896 Fax #: ———

Mobile #: 407-687-1896 E-mail: ewshaffer@bellsouth.net

4. **Information for property on which lien occurs:**

Street Address and Location: 228 Beverly Road Location #2566

Parcel ID:

24-36-20-01-42□□□.□-

□□□□.□□

Tax Account Number:

2416291

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: Residential

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

occupied

Nature of Violation(s): XXII Permit Required App A Art XV Sec 2(a) - Tents as accessory Structures App A ARTXIII Sec 6 XXXIII Storing Outdoors Ch 6 Sec 6-900(b)(11) -11 Accum of Trash Ch 6 Sec 6-900(6)(i) a-d

Date Fine or Lien Imposed: 7/17/2021 Amount of Fine: $100.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 7/17/21

5. **Please provide the following information:**

Code enforcement case number: 21-0000044

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Upon the passing of Joe R Shaffer in 2023, Barry and Eric inherited the Property. The lien was discovered while preparing to sell the property. These violations were believed to be resolved in 2021.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
We can only speculate whether it was a misunderstanding of expected process, an oversight, or ~~clear~~ clerical error.

Amount you are requesting that the lien be reduced to: Ø
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
Any intent other than to correct the cited issues by Joe Shaffer or failing to report a successful completion is lost to time. We believed this lien was satisfied in a timely manner. We can only speculate why it was not documented so.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
-NA-

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Barry R Shaffer being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Barry Shaffer
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Beaulah Hill-Benson
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 12th day of June, 20 24

NOTARY PUBLIC Expires 4/2/2027 Beaulah Hill-Benson My Commission HH 381630 STATE OF FLORIDA

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
11/21/2024

LIEN REDUCTION REQUEST FOR
228 Beverly Road

CASE # 21-0044

The Code Enforcement Board held a public hearing on **June 17, 2021**, at which time the Board found the owner, **Joe Shaffer** in violation of the following:

- **XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)**
- **Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d**
- **XX/I.Permit Required App A Art. XV Sec 2 (a)**
- **Tents as accessory structures is prohibited APP. A,ART.XIII, Sec.6**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19,2021.**

The lien ran at **$100.00** per day from **July 17th, 2021** until compliance was achieved on **February 9th, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **$93,720.00**.The current owner, **Barry Shaffer**, is requesting that the lien be reduced to **the amount of zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **NO**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **19**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, November 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$195,200** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,741.58**

Staff's recommendation is that the fine/lien be reduced to **$2,741.58** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-21-0044 **Date: 11/21/2024**

Joe Shaffer

Site Address: 228 Beverly Road

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	19	0.75	$35.06	$499.61
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$572.42

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	35.06	$666.14
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$957.38

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	26	$0.55	$14.30
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$220.88

C. Total Amount of Cost (A1+A2+A3+B): $2,741.58

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2416291
Owners	SHAFFER, BARRY REXFORD; SHAFFER, ERIC WESLEY
Mailing Address	3380 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address	228 BEVERLY RD COCOA FL 32922
Parcel ID	24-36-20-01-*-142
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Taxing District	23D0 - COCOA
Total Acres	0.23
Subdivision	BROADVIEW MANOR
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0004/0005
Land Description	BROADVIEW MANOR E 1/2 OF LOT 142 & ALL LOT 143



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$171,520	$134,550	$136,450
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$138,580	$134,550	$136,450
Assessed Value School	$138,580	$134,550	$136,450
Homestead Exemption	$25,000	$25,000	$25,000
Additional Homestead	$25,000	$25,000	$25,000
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$88,580	$84,550	$86,450
Taxable Value School	$113,580	$109,550	$111,450

SALES/TRANSFERS

Date	Price	Type	Instrument
03/15/2023	--	PB	9745/1028
01/25/2023	--	DC	9731/2386
04/18/2018	$144,000	WD	8143/2167
06/14/2017	--	FJ	7916/0500
01/18/2016	--	QC	7533/1327
04/18/2014	$48,500	WD	7111/0786
11/15/2013	--	CT	7014/2364
04/27/2006	$165,000	WD	5640/1580
06/27/1989	--	WD	3009/1094
05/02/1989	--	WD	2996/0376
04/01/1989	$40,500	CT	2992/2527

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1951
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1

Commercial Units	0

Sub-Areas	
Base Area (1st)	864
Enclosed Por	344
Garage	240
Total Base Area	864
Total Sub Area	1,448

Extra Features	
Screen Enclosure	212

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 4/26/2021
CASE: 21-0044

To: **SHAFFER, JOE REXFORD**
228 BEVERLY RD
COCOA, FL 32922

Notice of Violation

Address of Violation: 228 BEVERLY RD COCOA FL 32922
Parcel Control No.: 24-36-20-01-*-142
Legal Description: BROADVIEW MANOR E 1/2 OF LOT 142 & ALL LOT 143

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

XXII.Permit Required App A Art. XV Sec 2 (a)

Tents as accessory structures is prohibited APP. A,ART.XIII, Sec.6

Corrective Action*:*

XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

XXII-Please obtain proper permits from the Building Dept.

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

I-Please remove any and all unpermitted accessory structures (Tents, temporary canopies, fences, walls, sheds, etc.)

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Steve Murdick

Steve Murdick
Code Enforcement Officer
321-474-0809, smurdick@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 6/1/2021
CASE: 21-0044
ADDRESS: 228 BEVERLY RD

To: SHAFFER, JOE REXFORD
228 BEVERLY RD
COCOA FL 32922

Complainant	**Respondent(s)**
THE CITY OF COCOA,	SHAFFER, JOE REXFORD
A Florida municipal Corporation	**Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 6/17/2021, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Steven Murdick
Steven Murdick, Code Enforcement Officer
321-474-0809 ; smurdick@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/29/2021
CASE: 21-0044
ADDRESS: 228 BEVERLY

To: **SHAFFER, JOE REXFORD**
228 BEVERLY RD
COCOA FL 32922

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**SHAFFER, JOE REXFORD**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/19/2021, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Steven Murdick

_____

Steve Murdick - Code Officer
Code Enforcement
(321)-474-0809/ smurdick@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-0044
8/19/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

SHAFFER, JOE REXFORD
Owners of the Property located at:
228 BEVERLY RD
Cocoa FL 32922

Parcel ID: 24-36-20-01-*-142

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/19/2021 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 7/17/2021

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $ 100.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 19th , day of August, 2021

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Chairman, Code Enforcement Board

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of August, 2021, by the Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

UNITED STATES POSTAL SERVICE

June 7, 2021

Dear Steven Murdick:

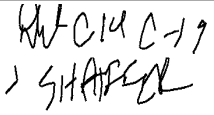
The following is in response to your request for proof of delivery on your item with the tracking number: **9489 0090 0027 6286 6094 83**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	May 29, 2021, 1:38 pm
Location:	COCOA, FL 32922
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:



Address of Recipient:

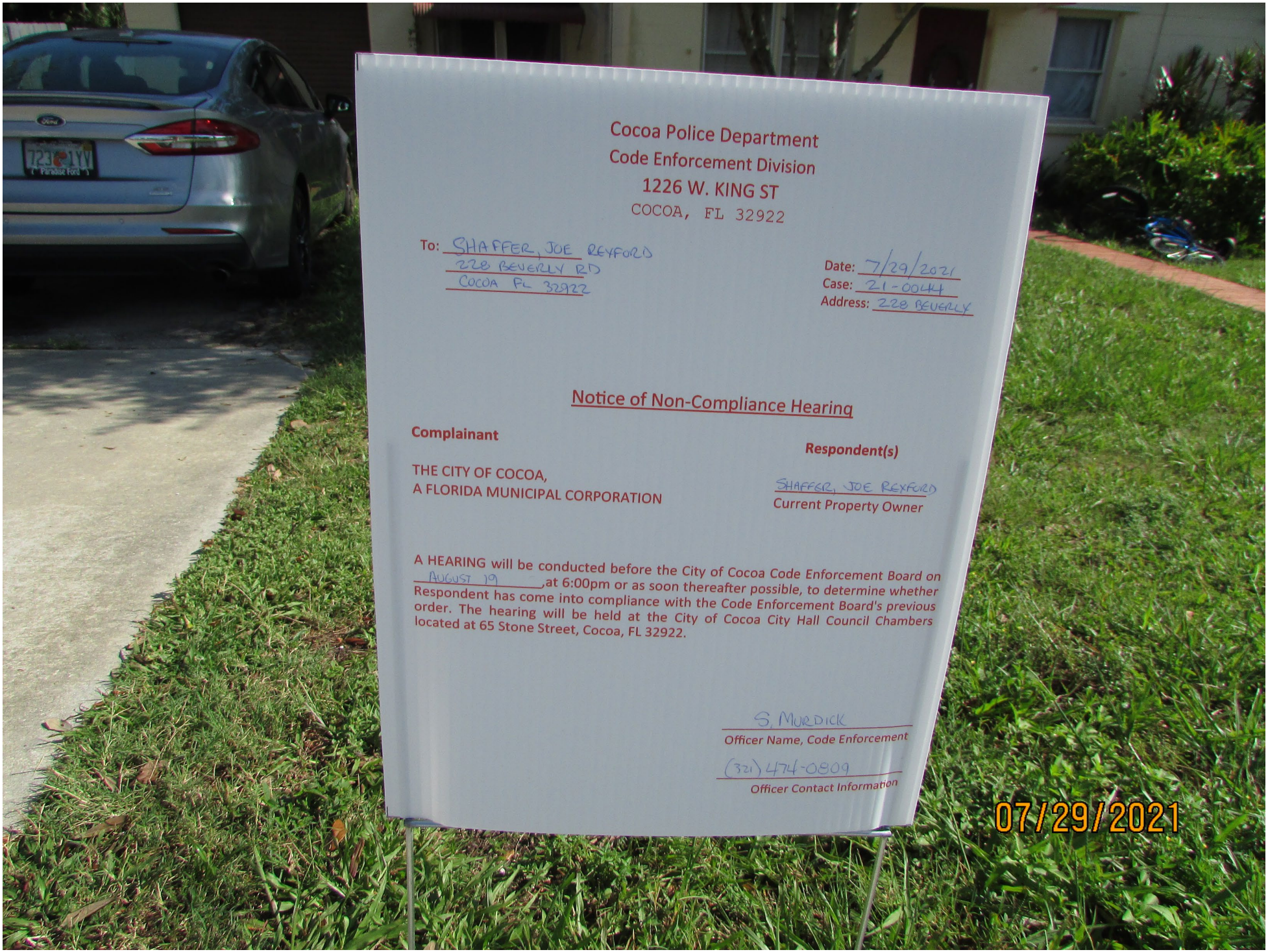


Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

View.ashx %d×%d pixels



https://cocoa.legistar.com/View.ashx?M=F&ID=13606198&GUID=C186DDCF-23C8-441F-8300-2AC4CD4657B7[12/12/2024 10:26:41 AM]

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 07, 2023

Owner/Address:
SHAFFER, JOE REXFORD
228 BEVERLY RD
COCOA FL 32922

Re: 228 BEVERLY RD

Dear Owner/Property Manager/Registered Agent

On **12/07/2023** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 21-44

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 22, 2022

Owner/Address:

SHAFFER, JOE REXFORD
228 BEVERLY RD
COCOA FL 32922

Re: 228 BEVERLY RD COCOA FL 32922

Dear Owner/Property Manager/Registered Agent

On **12/21/22** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 21-0044

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-0044

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

SHAFFER, JOE REXFORD
Owners of the Property located at:
228 BEVERLY RD
Cocoa, FL 32922
Parcel ID: 24-36-20-01-*-142

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on June 17, 2021 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☑ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*
- ☑ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
- ☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☑ *Tents as accessory structures is prohibited APP. A,ART.XIII, Sec.6*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☑ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*

☑ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*

☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*

☐ *Select Code Violation*

☑ *Tents as accessory structures is prohibited APP. A,ART.XIII, Sec.6*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until July 17 ,2021 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of $ 100.00 per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 17 DAY OF June, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

James G. Ward
Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at SHAFFER, JOE REXFORD, whose mailing address is 228 BEVERLY RD COCOA FL 32922 this 17 day of June, 2021 via __hand delivery/__certified mail/ ☑ U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 07, 2023

Owner/Address:
SHAFFER, JOE REXFORD
228 BEVERLY RD
COCOA FL 32922

Re: 228 BEVERLY RD

Dear Owner/Property Manager/Registered Agent

On **12/07/2023** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 21-44

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

Legislation Details (With Text)

File #:	24-699	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2028. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reappointment Letter.pdf Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2028.

BACKGROUND:

Subject to Council's approval, Mayor Blake wishes to reappoint Ms. Chenita Joiner to the Cocoa Housing Authority. Ms. Joiner has served on the Cocoa Housing Authority since January, 2014. Her current term expires on December 31, 2024 and she has expressed a willingness to serve for another four years. Ms. Joiner also meets all qualifications to serve on a City board. If she is reappointed, her term will be through December 31, 2028. Her intent to reapply letter is attached as well as a current Cocoa Housing Authority roster.

This position was advertised per the City's most recently updated policy and Ms. Joiner was the only who submitted an interest.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Over the years, the Mayor has made previous appointments to the Cocoa Housing Authority Board subject to Council approval.

RECOMMENDED MOTION:

Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2028.

In response to inquiry by the Office of the City Clerk, I, Chenita Joiner

__✓__ seek reappointment

_____ do not seek reappointment

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

Sincerely,

Chenita Joiner

Additional Comments:

_____

_____

_____

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

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, 2024
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	

Legislation Details (With Text)

File #:	24-694	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/29/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025.

BACKGROUND:

Article XIII of the Rules of Procedure for Cocoa City Council meetings states the council may appoint such councilmember liaisons to the various city boards and committees as it deems appropriate. The purpose of the council member liaisons is to make a report on their activities at the next regular council meeting. The liaison appointments are established through and are made by the City Council annually.

Liaison appointments for 2024 were made at the December 12, 2023 City Council meeting and were as follows:

Affordable Housing Committee	Goins
Board of Adjustment	Barringer (Weeks)
Code Enforcement Board	Barringer (Weeks)
Diamond Square CRA	Goins
Housing Authority	Hearn
Planning & Zoning Board	Hearn
Police Community Relations Advisory Board	Goins
Sustainability Advisory Board	Barringer (Weeks)

powered by Legistar™

Utilities Advisory Board	Koss
Space Coast TPO	Primary-Blake Alternate-Goins (Now Koss)
Space Coast League of Cities	Primary-Blake Alternate-Goins
Florida League of Cities	Primary-Blake Alternate-Koss

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council Liaison appointments have been made annually and are adjusted as necessary throughout the year.

At the Regular City Council meeting held on December 12, 2023, liaison appointments were made for the 2024 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025.

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Legislation Details (With Text)

File #:	24-681	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/21/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02 -COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	P-24-02-COC Evaluation Committee Recommendation.pdf Lennar proposal.pdf P-25-02-COC RFP.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2024.
Agenda Date: December 10, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02-COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval.

BACKGROUND:

The City of Cocoa Purchasing Division solicited the RFP for the development of affordable housing in the Michael C Blake Subdivision in the City's bidding platform, VendorLink, on September 20, 2024. The solicitation was simultaneously advertised in the Florida Today newspaper and posted to the City of Cocoa's website. A total of 1,629 notifications were sent out to vendors with 39 individual downloads of the RFP.

Proposals were due on October 25, 2024, at 3:00PM local time and a public proposal opening was conducted immediately after by the Purchasing Division. The City received just a single proposal from Lennar Homes, LLC.

On October 29, 2024, the Evaluation Committee held a public meeting to review the response to the solicitation. The committee was comprised of the following individuals:
• Charlene Neuterman, Community Services Director, City of Cocoa
• Rebecca Bowman, Finance Director, City of Cocoa
• Angelia Smith, Board Member, Diamond Square CRA

During the meeting, the committee reviewed the RFP requirements, the evaluation criteria and the proposal submitted. The committee decided that in addition to the written submittal, an oral presentation would be required by the proposer to facilitate the evaluation process.

Representatives from Lennar met with the Evaluation Committee in person on November 15, 2024, at 1:30PM to present their proposal and to respond to questions after which the evaluation committee members independently submitted their scoring results to the Purchasing Division and then reconvened later the same day at 3:00 PM in a public meeting to discuss their scoring results and make a recommendation to City Council.

Criteria	Professional Experience	Project Design	Financing Plan	Development Schedule	Total
Weight	20	30	20	30	100
Lennar Homes, LLC	20	28.33	19.17	28.67	96.17
Rebecca Bowman	20	28	20	28	96
Charlene Neuterman	20	30	20	28	98
Angelia Smith	20	27	17.5	30	94.5

The submittal by Lennar Homes, LLC was considered by the committee to be extremely professional and complete. The proposer has long-term experience in the Florida housing market including with developing affordable housing. The development concept was thoughtful and includes more home sites than what was thought possible in the request. The various home designs offer multiple options for home elevations and living area square footage with price points being lower than the HUD maximum sales price of $273,000 making them attainable to buyers with household income levels ranging from 30% to 120% of Brevard County's Area Median Income (AMI).

The proposal notes that the developer would purchase the 17 lots at a price to be negotiated by the City. Any funds received on this project will be used for future affordable housing projects in the City. Attached with the agenda is the proposal by Lennar. The proposal details the plan to split 15 of the 17 lots and construct homes ranging in size from 1,200 to 1,600 square feet. The elevations are included in the packet with a lot plan for the subdivision. This truly is attainable housing for City

employees, teachers, public safety employees, nurses, and many more individuals that struggle to find affordable housing for homeownership in Brevard.

Based on this review, the Evaluation Committee recommends that the proposal submitted by Lennar Homes LLC be considered by the City Council to begin negotiations for a Project Agreement.

According to the RFP, the Project Agreement is expected to address the agreed upon terms and conditions of the project including, but not limited to, the proposed conceptual site development plan, building elevations, covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of the RFP. The negotiation period shall not exceed three (3) months.

A contract is formed with the City only at such time the City Council and selected proposer approve and execute the written Project Agreement.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

Budgeted N/A
This item has no budgetary impact.

PREVIOUS ACTION:

Council authorized the release of an RFP to complete the Michael C. Blake Subdivision.

RECOMMENDED MOTION:

Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02-COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval.

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

November 21, 2024

To: Cocoa City Council

Re: Evaluation Committee Recommendation of Proposal for RFP P-25-02-COC

The City of Cocoa Purchasing Division solicited the RFP for the development of affordable housing in the Michael C Blake Subdivision in the City's bidding platform, VendorLink, on September 20, 2024. The solicitation was simultaneously advertised in the Florida Today newspaper and posted to the City of Cocoa's website. A total of 1,629 notifications were sent out to vendors with 39 individual downloads of the RFP.

Proposals were due on October 25, 2024, at 3:00PM local time and a public proposal opening was conducted immediately after by the Purchasing Division. The City received just a single proposal from Lennar Homes, LLC.

On October 29, 2024, the Evaluation Committee held a public meeting to review the response to the solicitation. The committee was comprised of the following individuals:

- Charlene Neuterman, Community Services Director, City of Cocoa
- Rebecca Bowman, Finance Director, City of Cocoa
- Angelia Smith, Board Member, Diamond Square CRA

During the meeting, the committee reviewed the RFP requirements, the evaluation criteria and the proposal submitted. The committee decided that in addition to the written submittal, an oral presentation would be required by the proposer to facilitate the evaluation process.

Representatives from Lennar met with the Evaluation Committee in person on November 15, 2024, at 1:30PM to present their proposal and to respond to questions after which the evaluation committee members independently submitted their scoring results to the Purchasing Division and then reconvened later the same day at 3:00 PM in a public meeting to discuss their scoring results and make a recommendation to City Council.

The scoring results were compiled by the Purchasing Division and summarized in the following table:

Criteria	Professional Experience	Project Design	Financing Plan	Development Schedule	Total
Weight	20	30	20	30	100
Lennar Homes, LLC	20	28.33	19.17	28.67	96.17
Rebecca Bowman	20	28	20	28	96
Charlene Neuterman	20	30	20	28	98
Angelia Smith	20	27	17.5	30	94.5

The submittal by Lennar Homes, LLC was considered by the committee to be extremely professional and complete. The proposer has long-term experience in the Florida housing market including with developing affordable housing. The development concept was thoughtful and includes more home sites than what was thought possible in the request. The various home designs offer multiple options for home elevations, and living area square footage with price points being lower than the HUD maximum sales price of $273,000 making them attainable to buyers with household income levels ranging from 30% to 120% of Brevard County's Area Median Income (AMI).

Based on this review, the evaluation committee recommends that the proposal submitted by Lennar Homes LLC be considered by the City Council for selection and further negotiations as indicated in section IV of the RFP.

A copy of the evaluation scoring results and evaluator comments are attached to this recommendation for your review.

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

Sincerely,

Brian Dale
Purchasing Manager
City of Cocoa

CITY OF COCOA
EVALUATION COMMITTEE SCORING SUMMARY

Title	Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C Blake Subdivision
Number	P-25-02-COC
Phase	Evaluation Committee Recommendations

Scores

Criteria	Professional Abilities/Experience	Development Concept and Project Design	Financing Plan	Development Schedule	Total
Weight	20	30	20	30	100
Lennar Homes, LLC	**20**	**28.33**	**19.17**	**28.67**	**96.17**
Rebecca Bowman	20	28	20	28	96
Charlene Neuterman	20	30	20	28	98
Angelia Smith	20	27	17.5	30	94.5

Respondent: Lennar Homes, LLC

Criteria: Professional Abilities/Experience
Evaluator: Charlene Neuterman
Comment: Lennar`s team was extremely professional and demonstrated their abilities to complete this project.

Evaluator: Angelia Smith
Comment: Seems to have good background and expertise with building attainable homes in today`s market. Understands that this is a lower income area, and have worked with areas like this before.

Evaluator: Rebecca Bowman

Comment: Long-term experience in the Florida housing market. Team has relevant experience - particularly with affordable housing.

Criteria: Development Concept and Project Design
Evaluator: Charlene Neuterman
Comment: The development concept and design was thoughtful and presented a design that includes more home sites on the same footprint. Very impressive.

Evaluator: Angelia Smith
Comment: Thoughtful concept in building out specifics for parking and privacy with landscaping. Would like to be able to include irrigation, but they are unsure of that for the time being.

Evaluator: Rebecca Bowman

Comment: I like the different elevations of the homes, design of them and different square footage and price points, giving opportunity for people of various income levels to purchase a home.It makes it look like a community rather than rows of the same home.The landscaping makes the homes look inviting. They also considered room for more than 1 car by doing a 1 car garage, but a driveway big enough to support 2 additional cars.

Criteria: Financing Plan
Evaluator: Charlene Neuterman

Comment: Lennar does not have any issues with self-financing the construction to complete this project. Their track record is commendable. Lennar is utilizing their own financing arm to work with the potential homeowners to complete the sale of each home.

Evaluator: Angelia Smith
Comment: Somewhat dependent on cost of goods/materials needed, but aware that affordability/attainability is a high need for this subdivision.

Evaluator: Rebecca Bowman

Comment: They will do all financing themselves, which reduces the pressure to get the homes built due to financing through a bank. They have strong financial resources. I also like it that they give back to the community by contributing $1,000 toward the Lennar Foundation.

Criteria: Development Schedule
Evaluator: Charlene Neuterman
Comment: The development schedule is aggressive and hopefully attainable with the unforeseen challenges that can occur during a project. Overall, I believe the schedule fits with the plan of the City.

Evaluator: Angelia Smith

Comment: Seems to be flexible and amenable with meeting the city`s dedicated timeline for the homes to be ready for purchase.

Evaluator: Rebecca Bowman

Comment: This is a very assertive development schedule which shows their commitment to getting the houses built quickly. They are willing to begin plan review and work on permits concurrently to speed up the project. They are willing to pay for all permits and fees, which results in 0 revenue loss to the City. They will be ready to start building immediately following CIC approval.

October 25, 2024

Brian Dale
Office of the Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Lennar Homes, LLC ("Lennar) Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa Florida 32922 Situated in the Diamond Square Community Redevelopment Area (the "RFP")

To Whom it May Concern:

On behalf of Lennar's Palm Atlantic Division, I am pleased to submit the enclosed response to this RFP. As is the case throughout the country, the lack of supply of housing, particularly affordable housing, has become a major issue in the state of Florida. Lennar appreciates the City of Cocoa (the "City") taking proactive steps to provide housing at an affordable price point for its current and future citizens. If selected as the developer in this RFP, Lennar will be proud to provide a high-quality, for-sale product that meets the applicable standards for affordability. This cover letter is to provide additional information about Lennar and why we feel that this project is a strong fit for Lennar both from a community and capability standpoint.

Please see **Exhibit A** attached to this letter for additional information that has been requested as part of the RFP. This letter also serves as Lennar's confirmation that the enclosed response to the RFP meets all of the minimum requirements outlined in the RFP.

Who We Are

Lennar is one of the nation's largest builders of quality homes for all generations and demographics, building affordable, move-up, and retirement homes under the Lennar name. Founded in 1954 in our home state of Florida, Lennar has been in operation for 70 years and has traded on the NYSE since 1972. Lennar Corporation's core principles of quality, value, and integrity are the underlying foundation upon which it was built. Lennar is committed to the highest standards of corporate governance, business integrity and professionalism.

Lennar's longstanding success in the ever-competitive home building market can be attributed to its industry-best senior leadership team, which has remained together through many real estate cycles. The average tenure of members of the senior leadership team is over 30 years.

One of Lennar's guiding corporate goals is giving back to the communities in which we do business. Created in 1989, our Lennar Foundation reflects our commitment to this goal. Lennar sets aside $1,000 per home for our foundation to utilize towards our Focused Acts of Caring and

other grants, to support at-risk children, medical research, and more. Last year, Lennar delivered 73,087 homes and contributed $73 million to the Lennar Foundation and, this year, we expect that number to top $80 million.

The City is located within Lennar's Palm Atlantic Division ("Palm Atlantic"), which spans from Palm Beach County through much of Brevard County. Palm Atlantic closed 1,393 homes in 2023, and is anticipated to close nearly 1,600 homes in 2024 throughout its 26 active communities. Palm Atlantic also commenced work on 1,521 homes in 2023, and is anticipated to commence almost 1,600 homes in 2024.

Why We Are Right For This Project

Lennar has the experience and capability to plan and execute an exceptional community in this location. A partnership with Lennar will not only accomplish the City's goal of providing affordable housing, but will provide much needed housing options that will aid in the revitalization of the Diamond Square area.

As will be discussed in more detail in this Proposal, we propose to build a 16' single-family home in this community, with three (3) available floorplans. Each floorplan has been meticulously laid out to utilize the space in a functional and efficient manner, with the total living space ranging from more than 1,200 s.f. to almost 1,700 s.f. of living space. Every home will have 2.5 bathroom and 3-4 bedrooms. Lennar has been one of the pioneers of this type of home type across several divisions, including several successful communities in the San Antonio area. Building homes of this width will allow the Subject Property to be subdivided to accommodate two (2) homes on each parcel, which will allow 32 homes to be built on the Subject Property. We feel that this is the most efficient use of the Subject Property to maximize the number of affordable homes.

Each home has been carefully engineered to allow it to be built as efficiently as possible without sacrificing quality. This, in conjunction with Lennar's national buying power, would allow Lennar to build these homes at a cost point that would permit them to be sold for less than the current maximum HUD sales price.

As a volume production builder, Lennar's focus is to construct and bring homes to market as soon as possible. At the end of Lennar's fiscal year ending in Nov 2023, Lennar had $6.3b of cash on hand and no outstanding balance on its credit facility of $2.6b. Our stable capital position allows us the financial flexibility to build without the need for 3rd party financing. Lennar intends to self-finance the construction of all homes in this community.

Palm Atlantic also has extensive experience building residential communities in the Brevard County area, with multiple active communities in the Palm Bay area. All together, Lennar is on pace to build approximately 240 new homes in Brevard County this year alone. As such we have a trade base already in place that is ready, willing, and able to begin work on this community. If selected as the developer for this RFP, Lennar is committed to obtaining all permits and, upon

the receipt of permits, beginning construction immediately. This will allow us to meet or exceed the City's 12-16 month timeline to build out all homes in this community.

As I mentioned, I truly feel that this project is a strong fit for Lennar not only from an execution standpoint, but also from a community standpoint as well. It is a core principal of ours to give back to the community, so the opportunity to build affordable housing here is attractive to Lennar. We are excited about this RFP, and hope to be given the opportunity to pursue this Project further.

Sincerely,



Stephen Pivach

Vice President of Land Acquisitions

Exhibit A

Representatives' Contact Information

Stephen Pivach
Vice President of Land Acquisitions
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410
Stephen.Pivach@Lennar.com
Mobile 561-970-9504

Federal Taxpayer Identification Number

59-0711505

Pending Litigation

Lennar is a national homebuilder and as such, has ongoing litigation, disputes and liens in the ordinary course of business from time to time. The aggregate amount claimed through any such litigation is not in an amount sufficient to affect the solvency of Lennar.

Table of Contents:

1. Qualifications	**Tab 1**	**Pages 6 – 9**
2. Proposed Use	**Tab 2**	**Pages 10 – 12**
3. Financial Requirements	**Tab 3**	**Pages 13**
4. Required Forms	**Tab 4**	**Pages 14**

Qualifications

Lennar Qualifications

Lennar's Palm Atlantic Division serves as the lead developer for the majority of its new communities. Recently, Lennar has entitled and developed the following communities:

- **Everlands** is a 1,400-home master planned community located in Palm Bay, with a mix of townhomes, duplexes, and single-family homes. Lennar fully entitled the property and is the sole developer. Construction of homes began in August of 2021. To date, 351 homes have been sold in this community.
- **Seagrove** is a 655-home community located in Fort Pierce. Lennar completed all of the entitlements and is the only developer. Construction of homes began in March of 2024.
- **Veranda Landing** is a 230-home, townhouse community located in Port St. Lucie. The property was fully entitled and developed by Lennar. Construction of homes started in December 2022. To date, 136 homes have been sold.

The Following are representative examples of Palm Atlantic's substantial experience developing affordable or attainable housing:

Aston Park

Aston Park is a master planned "small home" community developed by Lennar's San Antonio Division. The overall community consists of 246 HS. Of the total 246 HS, 106 are 15' plans, which are substantially similar to the 16' plans Lennar is proposing to build in connection with this RFP. Lennar is the only builder in the community and was responsible for obtaining all entitlements, as well as performing all site development. Construction of homes began in early 2023 and all homes are anticipated to be built by mid-2025. Please see **Exhibit B** for (i) a conceptual site plan for the community and (ii) photos of the completed community.

Gulfstream THs

Palm Atlantic worked with Palm Beach County to convert underutilized polo fields in the Lake Worth area into its Gulfstream Preserve community ("Gulfstream"), which consists of 197 50' HS and 36 Workforce housing condominium units. Lennar was solely responsible for obtaining all entitlements and permits, performing all land development, and constructing all the homes. The workforce housing component of the community consists of three Mediterranean inspired condominium buildings, each containing 12 units. The WFH units range from 788 to 1,508 s.f. Please see **Exhibit C** for (i) a conceptual site plan for the community, (ii) floorplans for the WFH units, and (iii) photos of the completed WFH buildings.

Arbor Parc

Palm Atlantic's Arbor Parc community consists of 197 Townhomes and 112 Villas spread over two phases of a master planned community in Palm Beach County. Lennar acquired the Property in March of 2019 and sold out the community in May 2022. Arbor Parc's villas were targeted to first time home buyers and were sold at approximately $290,000. Please see **Exhibit D** for (i) a conceptual site plan and renderings of the homes constructed.

Team Qualifications

Master Planning

All planning services for this project will be performed by Urban Design Studio ("UDS"), a full-service planning firm based in West Palm Beach. UDS, through its principals Ken and Wendy Tuma, has significant experience working with developers to plan and entitle affordable and workforce housing projects.

Ken Tuma's background in project management, land acquisitions, and development spans over 25 years, and includes stints in high-level positions with several builders. His experience includes due diligence analysis, land use amendments, annexations, Developments of Regional Impact, rezoning, urban in-fill, high-rise, golf communities, brownfield sites, and mixed-use developments. He also has an extensive background in special district financing, civil engineering, environmental science, transportation planning and community consensus building. Ken has been a featured speaker on land use topics for many organizations such as the State of Pennsylvania Transportation Engineering Conference, Florida Atlantic University, the Daily Business Review, Urban Land Institute (ULI), and WPBTV "Issues". He also served on the ULI Southeast Florida/Caribbean District Council Technical Assistance Panel for The Margate Community Redevelopment Agency on The City Center Project. Ken's full resume is attached as **Exhibit E**.

Over the course of her 19 years with UDS, Wendy Tuma has developed expertise in the design and permitting of residential subdivisions, planned communities, mixed-use and commercial projects. She also has extensive experience designing recreational amenities including parks, and other community service facilities. Wendy has the technical skills necessary to manage a project from conceptual design through the entitlement process. Her skill set is highlighted by her master plan design capabilities, technical site planning, landscape design and project management. She will be primarily responsible for creating the design of the proposed community. Wendy's full resume and relevant licensure documents are attached as **Exhibit F**.

Representative projects from UDS include the following:

District Flats

District Flats is a key component of the revitalization of Downtown West Palm Beach, offering a dynamic mix of residential and commercial space designed to support the area's growth. Located in the heart of the Warehouse District, the project includes 178 residential apartments in Pod A, along with 3,706 square feet of commercial space featuring outdoor seating. In addition to the residential component, Pod B, a future phase of the development, includes 133,633 square feet of commercial space. District Flats incorporates a voluntary workforce housing program, with 20% of its units—36 apartments—set aside for individuals earning less than 140% of the area median income (AMI) in Palm Beach County. This initiative aims to provide affordable housing for local employees and attract the younger millennial workforce, further enhancing the vibrant community emerging in this redeveloped district. Please see **Exhibit G** for renderings and representative photos of the project.

Berkeley Landing

The Berkley Landing project, developed by Pinnacle Homes, is a modern, three-story multifamily residential community designed to address the increasing need for affordable rental housing in Riviera Beach. UDS prepared the site plan and managed the rezoning process for the 2.23-acre site. The development includes 110 rental units, with a mix of one- to three-bedroom options, including two live-work units. UDS also handled minor deviations from the City's Land Development Regulations to enhance the design and functionality of the units and civic open spaces. Berkeley Landing will provide affordable housing for households earning between 30% and 80% of the Area Median Income (AMI), in line with the City's housing goals. Please see **Exhibit H** for representative photos of the project.

Evernia Place

Evernia Place is an 85-unit affordable housing development for senior residents, located in downtown West Palm Beach. This project is part of the city's initiative to address the growing need for affordable senior housing in an urban, transit-friendly area. The development provides affordable living options with convenient access to essential services, public transportation, and recreational amenities, fostering a sustainable and community-oriented environment for seniors. UDS provided key services including entitlement, site planning, and landscape architecture to support the project's successful development. Please see **Exhibit I** for a rendering and representative photos of the project.

Contractor:



Lennar intends to self-perform all general contractor functions for this project. All work will be performed under the following license number: CGC1526578.

Proposed Use of the Site

Proposed Community

Lennar proposes to subdivide 15 of the 17 parcels that make up the Subject Property into 30 homesites. The remaining two parcels are too narrow to be further subdivided and will each accommodate one home. The total yield would be 32 homesites, each of which would accommodate a two-story, 16' home. As discussed above, each of these 16' homes has been carefully designed to maximize useable space. The square footages -1,295 – 1,684 s.f. -compare favorably to some of the more traditional 30' options that Lennar builds. A conceptual site plan and renderings of the proposed community are attached as **Exhibit J**. The community would be made up of three (3) different homes, Breeze, Cypress, and Element. Each of these homes provides a different floorplan, and homeowners will be able to pick between three distinct elevations. The relevant specifications for each home are summarized below:

- Breeze
  - 1,295 s.f
  - 3 BR, 2.5 Bath
- Cypress
  - 1,524 s.f
  - 3 BR, 2.5 Bath
- Element
  - 1,684 s.f
  - 4 BR, 2.5 Bath

Floorplans for each of these homes are attached **Exhibit K**, and elevations for each home are attached **Exhibit L**. In addition to a 1-car garage, each homesite will feature a 18' wide driveway capable of fitting two (2) cars side-by-side, bringing the total on-site parking for each homesite to three (3) cars.

As discussed above, Lennar's planned homes have been carefully engineered to allow construction to be as efficient as possible from a cost perspective, without sacrificing quality. Lennar has been one of the pioneers of these "small homes," particularly in its Aston Park community in San Antonio (see "Qualifications" Tab). Due to its size and design, these homes can be sold at a price point that makes home ownership attainable to first-time buyers who otherwise might be shut out of the single-family home market. In this case, Lennar would be able to offer each home for less than $273,000 or the maximum sale price for affordable units established by HUD at the time of sale. If selected, Lennar will work with the City to agree on reasonable restrictions that will prevent the homes from being sold for more than the HUD maximum at any point during the build-out of the community. That said, given Lennar's projected construction costs, we anticipate that the base price for each home will be materially less than $273,000 at the

time of first sale. Please note that Lennar, through Lennar mortgage, is able to provide a financing option for qualified buyers.

Requested Relief

In order to achieve 32 homesites on the Subject Property, Lennar is requesting relief from the following provisions of the City's Land Development Code:

- Minimum lot area
  - Lennar respectfully requests that the City grant a variance from the required 7,500 s.f.. minimum lot size. Lennar's homesites, assuming the proposed lot split, will range from 3,515 s.f. to 6,125 s.f. As such, the requested variance would represent an 18-46% reduction.
- Minimum lot width
  - Lennar respectfully requests that the City grant a variance from the required minimum lot width of 75' feet. Lennar's homesites, assuming the proposed lot split, will range from 37 to 50' wide. As such, the requested variance would represent a 33-51% reduction.
- Minimum lot depth
  - Lennar respectfully requests that the City grant a variance from the required minimum lot depth of 100'. 24 of the total 32 homesites will be 95' deep, a 5% reduction from the minimum.

Proposed Completion Time

Please note that Lennar will require that the Project Agreement allow for a reasonable due diligence period (60-90 days). The Project Agreement would also need to be subject to approval of the project by Lennar's Corporate Investment Committee ("CIC Approval"). This review will take place prior to the expiration of the due diligence period.

If the project receives CIC Approval, then Lennar would be fully responsible for all approvals associated with development of the community, which may include site plan approval, preliminary plat approval, final plat approval, and construction plan approval (collectively, the "Approvals"). To reduce the amount of time before the start of construction, Lennar is willing to commit to drafting of a final site plan or plat prior to the expiration of the due diligence period, with the goal of being prepared to submit applications to Staff for all Approvals immediately following CIC Approval. Further, Lennar will work with the City during the Project Agreement process to determine which, if any, of the Approvals can run concurrently or be waived. Please note that Lennar is not seeking relief from any fees associated with any of the Approvals.

Upon all Approvals being granted, Lennar would be solely responsible for obtaining building permits for all homes. If acceptable to the City, Lennar is willing to submit building permit application to the City's Building Department for review while working to obtain all

Approvals. This will allow construction to begin shortly after all Approvals are obtained. Please note that Lennar is not seeking relief from any permit or impact fees.

Once Lennar has building permits in hand, it will start construction on at least 4 homes a month. Assuming that Lennar will have Building Permits within 30 days after all Approvals are granted, then construction on all homes will have started by the 9th month after all Approvals are granted. These homes generally take about six (6) months to build from the start of construction to receipt of a Certificate of Occupancy. Accordingly, all 32 homes would have a Certificate of Occupancy within 15 months after all Approvals are granted.

A construction schedule reflecting the timeline proposed above is attached as **Exhibit M**.

Financial Requirements

As discussed above, Lennar intends to self-finance all costs associated with the development of this project, including, but not limited to, all construction costs, all permit fees, and all processing fees. Financing will be available as necessary to immediately pay all costs throughout the development process. As a publicly traded company, Lennar's financial information, including relevant filing with the SEC, are publicly available. Lennar's Form 10-K for fiscal year 2023 and 2023 Annual Report can be accessed at the links below:

https://investors.lennar.com/~/media/Files/L/Lennar-IR-V3/documents/annual-reports/2023-annual-report.pdf

https://otp.tools.investis.com/clients/us/lennar_corporation2/SEC/sec-show.aspx?FilingId=16339466&Cik=0000920760&Type=PDF&hasPdf=1

EXHIBIT "C"
PROPOSAL COMMITMENT FORM

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the Cocoa City Council and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the Cocoa City Council that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums including, but not limited to, the Bid Security requirements. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the Cocoa City Council will rely on said information during the RFP process. Proposer further 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. Additionally, Proposer agrees that the Cocoa City Council shall have the sole discretion to rank, select and negotiate with any proposer under this RFP. The ranking and selection of a proposer to negotiate the terms and conditions of a written project agreement by the City does not guarantee that a written project agreement will be approved by the City Council. Without limiting any other provision in the RFP, the Proposer hereby agrees that no contractual, legal, equitable or development rights of any kind is afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and the selected proposer shall participate equally in drafting such agreement during the negotiation process. The Proposer hereby waives any and all rights to claim or bring any legal action in equity or law against the City of Cocoa that submittal of a proposal, or selection of a proposal by the City Council to negotiate a written project agreement, constitutes a contract or other binding commitment on the City. The Proposer understands and agrees that only a written project agreement approved at a duly held public meeting and executed by the City Council will be binding on the City.

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City on Monday, August XX, 2024.

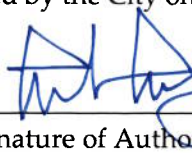
Lennar Homes	
Name of Company/Organization	Signature of Authorized Principal
Michael Meyers, VP	561-207-3832
Printed name/title of Principal	Phone
Michael.Meyers@Lennar.com	
E-mail address	Fax

EXHIBIT A

Representatives' Contact Information

Stephen Pivach
Vice President of Land Acquisitions
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410
Stephen.Pivach@Lennar.com
Mobile 561-970-9504

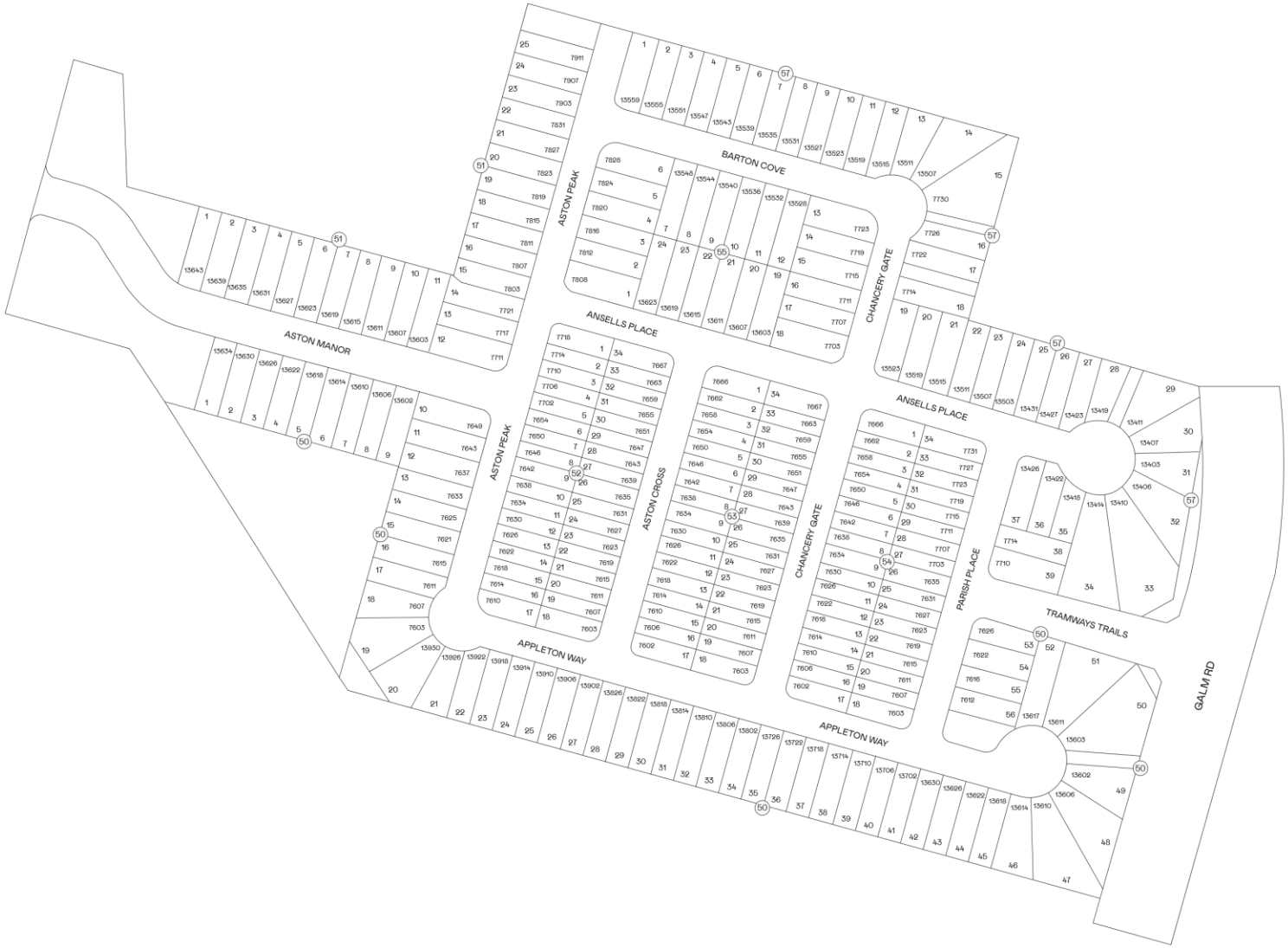
Federal Taxpayer Identification Number

59-0711505

Pending Litigation

Lennar is a national homebuilder and as such, has ongoing litigation, disputes and liens in the ordinary course of business from time to time. The aggregate amount claimed through any such litigation is not in an amount sufficient to affect the solvency of Lennar.

EXHIBIT B



LENNAR


10977
10973


10973


2035
HOME

EXHIBIT C



Workforce Housing


GULFSTREAM



EXHIBIT D


N
W
E
S
Villas
Townhomes
Built by Others
Built By Others
Built By Others
Built By Others
Lake
Lift Station
Cabana & Pool
Mail Kiosk
Park
Gate House
NORTH MILITARY TRAIL
WOODS EDGE CIRCLE
HARTWELL LANE
HEMLOCK DRIVE
BRADBURY COURT
COCPLUM PLACE
PLUM TREE LANE
SWEET BRIAR LANE
WHITE OAK TERRACE
WILLOW PLACE
KAPOK LANE
WISTERIA LANE
SEQUOIA PLACE
SCREW PINE COVE
SYCAMORE COVE
KING PALM WAY
BUTTERNUT LANE
HOP TREE WAY
LAUREL OAK DRIVE
PINE TREE WAY
SUGAR MAPLE DRIVE
TAMARIND DRIVE
SWEET GUM TRACE
HAWKSBILL PLACE
OYSTERWOOD LANE



EXHIBIT E

urban design studio

610 Clematis Street, Suite CU02 West
Palm Beach, Florida 33401
561.**366.1100** FAX 561.**366.1111**
www.udsflorida.com LA0001739



KEY STAFF RESUME

KEN TUMA
Managing Principal

PROFESSIONAL EXPERIENCE:

Mr. Tuma serves as the Managing Principal. He directs the firm's major land planning, governmental entitlements, and urban design projects, and on a very limited basis, will serve as an owner's representative to coordinate all aspects of development. His background in project management, land acquisitions and development spans over 25 years and he is widely known throughout the southern regions of Florida. Mr. Tuma previously served as VP of Planning, Engineering and Development with WCI Communities, Inc. and held similar positions with Toll Brothers, Inc. and Taylor Woodrow Communities. His experience includes due diligence analysis, land use amendments, annexations, Developments of Regional Impact, rezoning, urban in-fill, high-rise, golf communities, brownfield sites, and mixed-use developments. He also has an extensive background in special district financing, civil engineering, environmental science, transportation planning and community consensus building.

Mr. Tuma has been a featured speaker on land use topics for many organizations such as the State of Pennsylvania Transportation Engineering Conference, Florida Atlantic University, the Daily Business Review, Urban Land
Institute (ULI), and WPBTV "Issues". He also served on the ULI Southeast Florida/Caribbean District Council Technical Assistance Panel for The Margate Community Redevelopment Agency on The City Center Project.

Representative projects include:

- Master planning and owner's representation for **Alton, f/k/a Scripps Florida Phase II Briger DRI**. This 681ac. parcel is approved for 2 million SF of office, 400,000 SF of commercial and 3,920 residential units. Mr. Tuma was responsible for all aspects of this project including local and state land use, environmental and engineering approvals.
- Master planning and owner's representation for **Avenir PCD, f/k/a Vavrus Ranch.** This 4,763-ac. parcel is approved for 2 million SF of office, 400,000 SF of commercial and 3,900 residential units; a 9-hole golf course, a public elementary school, 55 ac. regional park and equestrian park. The project also includes a unique "Farm to Table" Agricultural District component.
- Representation at public outreach meetings and public hearings to gain approval for Parcel 5A at the PGA Corporate Center to allow for 993,000 SF of office for the proposed **FPL Corporate Campus**.

- Representation at public hearings to gain approvals to allow construction of approximately 1.39 million SF of mixed retail use as well as site plan approval for **Palm Beach Outlets**.
- Land use amendment, rezoning and site plan approval for **Delray Marketplace**, a 32-ac. traditional marketplace development consisting of 320,000 SF of retail and 86 multi-family units on an 87.9 ac. site in the Agricultural Reserve, Palm Beach County, FL.

EDUCATION:

Graduate of The Ohio State University, Bachelor of Science Civil Engineering
Graduate of The Ohio State University, Bachelor of Science Agronomy; Business Minor

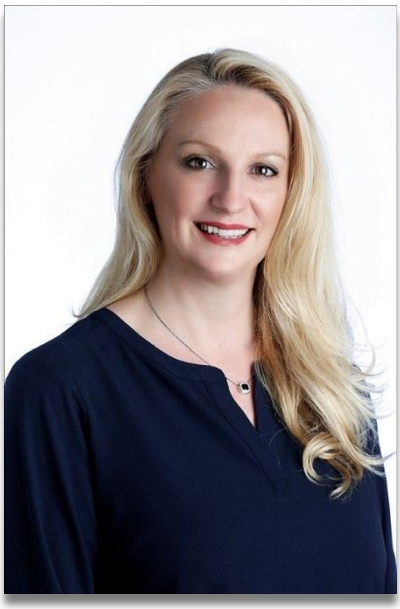
PROFESSIONAL AFFILIATIONS:

Member - Urban Land Institute
Member - Palm Beach County Planning Congress
Member - Economic Council of PBC, Inc.
Member – Business Development Board of PBC
Director - PGA Corridor Association
Leadership Florida Class 31
Trustee- Chamber of Commerce - Palm Beaches

EXHIBIT F

urban design studio

610 Clematis Street, Suite CU02 West
Palm Beach, Florida 33401
561.**366.1100** FAX 561.**366.1111**
www.udsflorida.com LA0001739



KEY STAFF RESUME

WENDY TUMA, PLA, ASLA
Principal/Director of Design

PROFESSIONAL EXPERIENCE:

Upon graduation from the University of Wisconsin, Ms. Tuma relocated to South Florida and began her career as a planner and landscape architect. She developed an extensive knowledge of local zoning regulations, site design and entitlement processes working on a variety of planned developments while employed with several land planning/landscape architecture firms in Palm Beach County. Ms. Tuma also gained hands-on experience with landscape design and installation early in her career, preparing design and construction plans for common area, streetscape and recreation areas for both public and private sector clients.

Ms. Tuma joined UDS in 2005. She has cultivated an expertise in the design and permitting of largescale residential subdivisions, planned communities, mixed-use and commercial projects. She also has extensive experience designing recreational amenities including parks, and other community service facilities. Ms. Tuma possesses the technical skills necessary to manage a project from initial due diligence and conceptual design, circumnavigating the entitlement process, preparing construction drawings and providing oversight through construction. Her skill-set is highlighted by her master plan design capabilities, technical site planning, landscape design and project management.

Ms. Tuma is able to navigate easily through the entitlement processes established by many municipalities with over twenty years of experience working in Boynton Beach, Jupiter, Palm Beach Gardens, Riviera Beach, as well as Palm Beach, Broward, St. Lucie, Indian River and Martin Counties. Project design and management credits include Delray Marketplace, Andalucía, The Fields, Avenir, Avalon Trails, Four Seasons at Parkland and Parkland Bay.

EDUCATION:

Graduate of the University of Wisconsin 1997, Bachelor of Science in Landscape Architecture
Graduate of the University of Wisconsin 1997, Bachelor of Science in Horticulture

PROFESSIONAL REGISTRATION:

Registered by the Florida State Board of Landscape Architects, License #LA-0001739, August 2001

PROFESSIONAL AFFILIATIONS:

Member American Society of Landscape Architects - served as FL ASLA Education Committee Chair
Past Board Member/President of the Palm Beach County Planning Congress
Past Member of the Town of Jupiter Beautification Committee
Past Chair of the Palm Beach County Infill and Redevelopment Task Force
Past Member of the Palm Beach County DRO Oversight Committee
Leadership Palm Beach County Class 2012

EXHIBIT G

District Flats Exterior:



District Flats Courtyard Amenity:



EXHIBIT H

Berkeley Landing Signage



Berkeley Landing Streetview



Berkeley Landing Amenity



EXHIBIT I






Evernia Place



EXHIBIT J

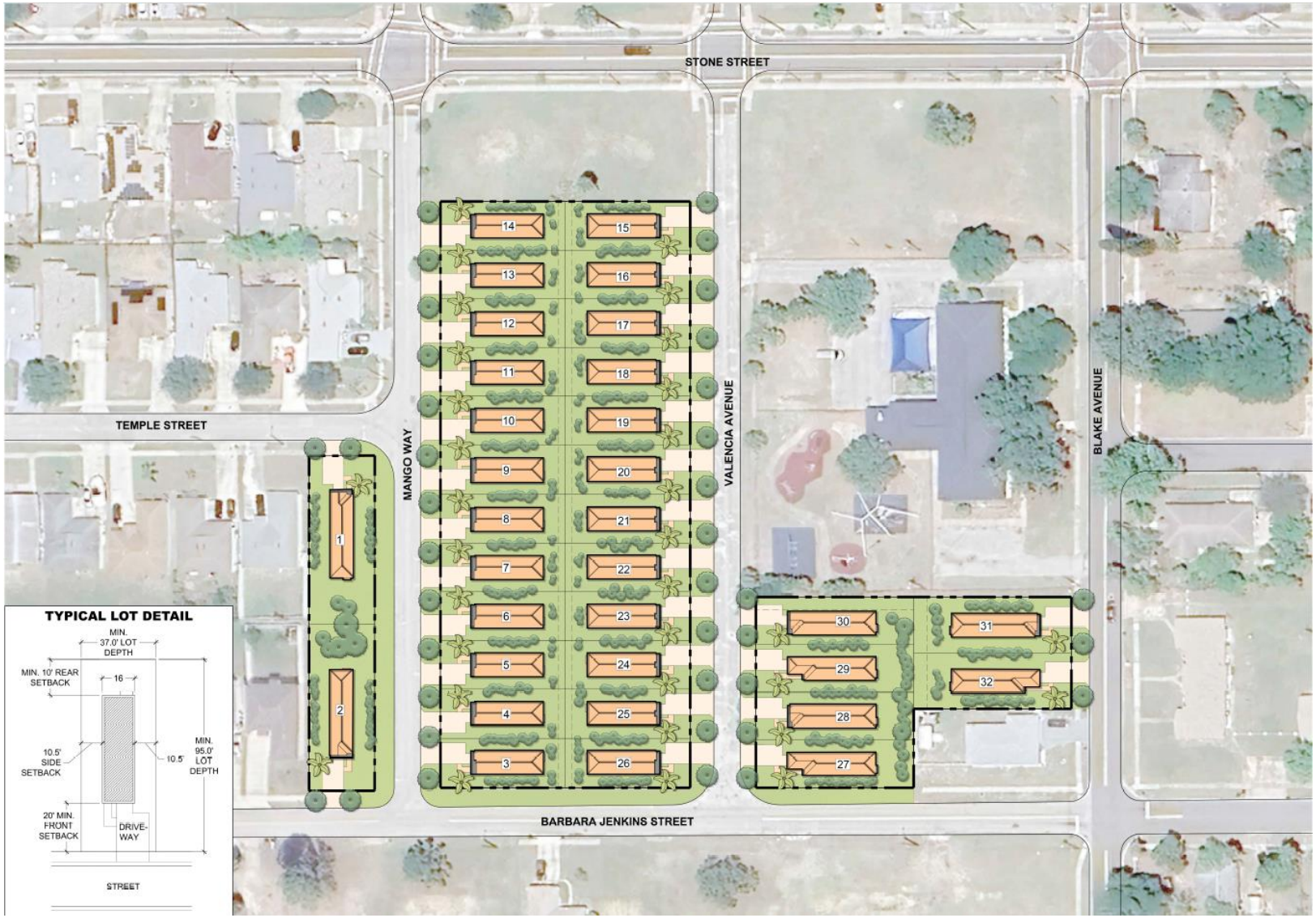
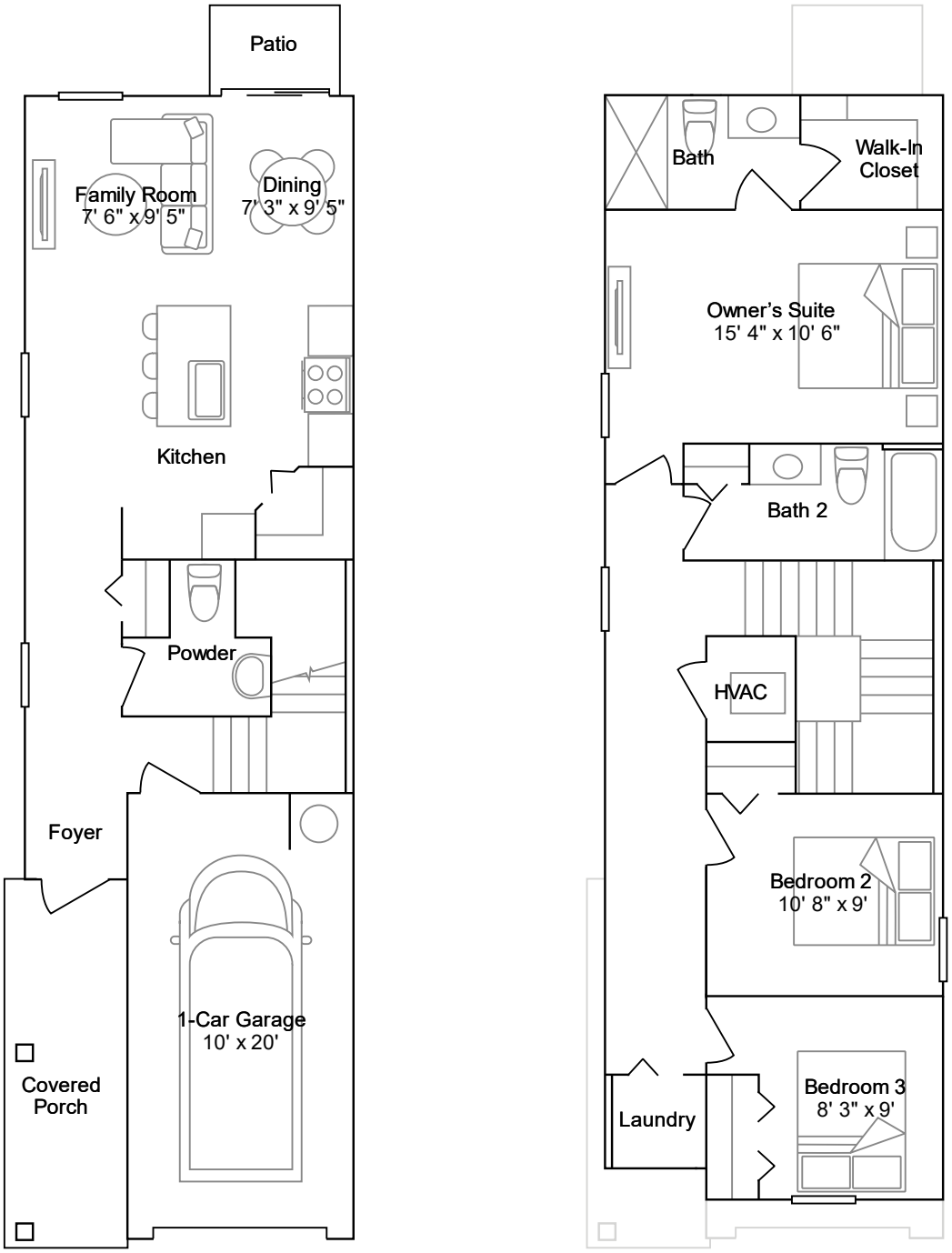

STONE STREET
TEMPLE STREET
MANGO WAY
VALENCIA AVENUE
BLAKE AVENUE
BARBARA JENKINS STREET
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
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31
32
TYPICAL LOT DETAIL
MIN. 37.0' LOT DEPTH
MIN. 10' REAR SETBACK
16
10.5' SIDE SETBACK
10.5'
MIN. 95.0' LOT DEPTH
20' MIN. FRONT SETBACK
DRIVE-WAY
STREET



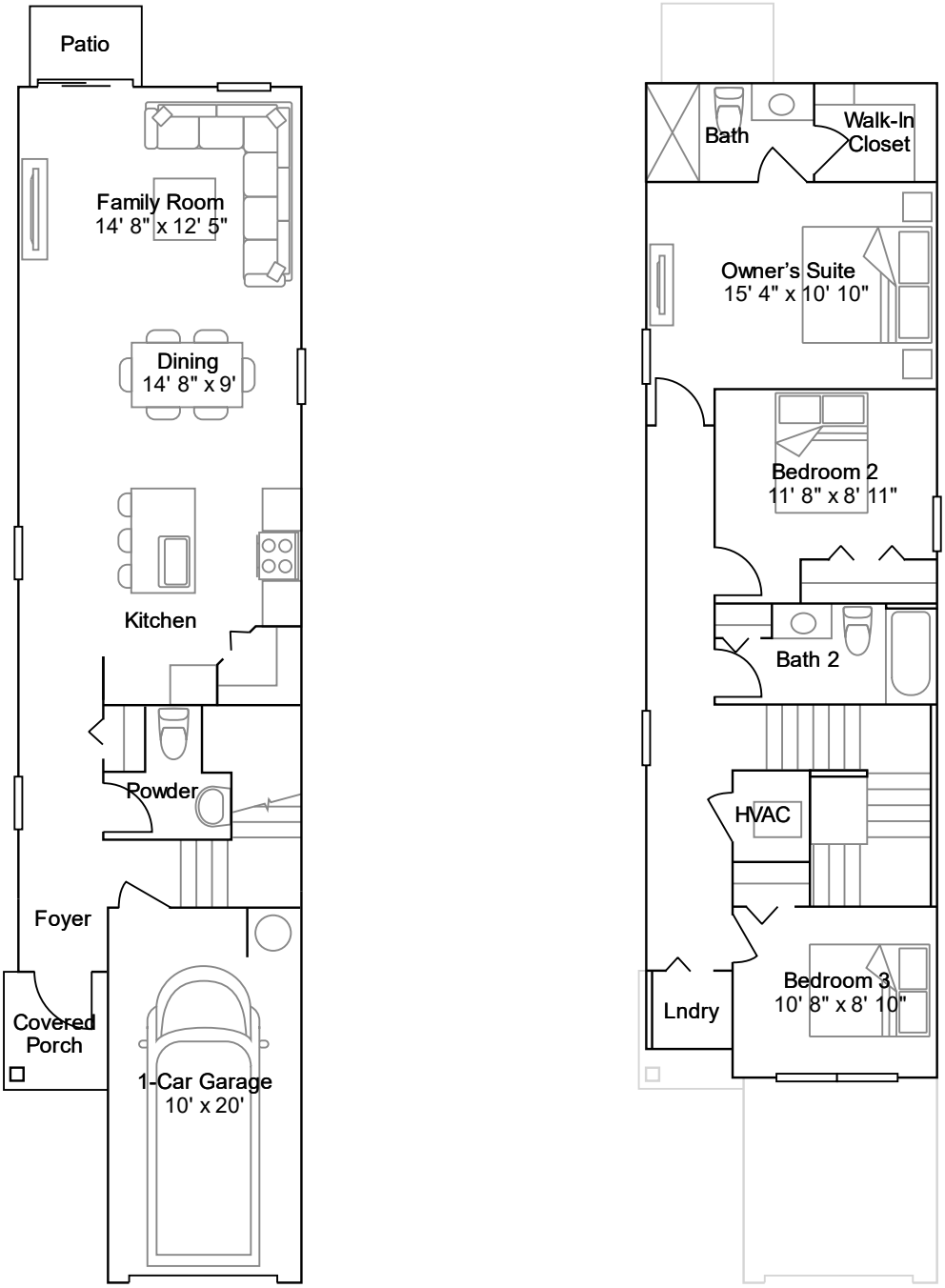


EXHIBIT K

Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



EXHIBIT L

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



EXHIBIT M

Month After Approvals	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
# of Homes started		4	4	4	4	4	4	4	4							
# of Homes Receiving CO (monthly)								4	4	4	4	4	4	4	4	
Total # of Homes with CO								4	8	12	16	20	24	28	32	

REQUEST FOR PROPOSAL
P-25-02-COC
FOR THE PURCHASE/DISPOSAL OF SURPLUS REAL ESTATE FOR THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE MICHAEL C. BLAKE SUBDIVISION IN COCOA FLORIDA 32922 SITUATED IN THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA



REQUEST FOR PROPOSAL
FOR THE PURCHASE/DISPOSAL OF
SURPLUS REAL ESTATE FOR THE
DEVELOPMENT OF AFFORDABLE HOUSING
IN THE MICHAEL C. BLAKE SUBDIVISION
AND OTHER SELECTED PARCELS IN
COCOA FLORIDA 32922 SITUATED IN THE
DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AREA

This Request for Proposal **("RFP")** is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 – s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes. The City of Cocoa, Florida a municipal corporation existing under the laws of the State of Florida invites Proposers to submit their qualifications, approach, conceptual design, financial and other terms for the Proposer to develop, design, permit, construct, finance, affordable housing in the Michael C. Blake Subdivision and other selected parcels located in the Diamond Square Community Redevelopment Area. The subdivision plat and Individual parcel identification numbers are attached as Exhibits "A" and "B".

Although subject to change at the City's discretion, a current schedule of City known actions and deadlines regarding this RFP are as follows:

Action	Date	Local Time
RFP Advertised:	Friday September 20, 2024	8:00 AM
Optional Pre-Proposal Meeting (see separate announcement)	Tuesday, October 8, 2024	10:00 AM
Deadline for Respondent Questions:	Tuesday, October 15, 2024	5:00 PM
Proposal Submission Deadline:	**Friday, October 25, 2024**	**3:00 PM**
Proposal Review	November 2024	
Presentations before Ranking Committee (Optional):	November 2024	
City Council consideration of proposals – authorize negotiations with selected proposer	December 2024	
City Council consideration of negotiated Project Agreement with selected proposer	TBD	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-25-02-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

SECTION I. BACKGROUND

The City of Cocoa owns multiple parcels located within the Diamond Square Community Redevelopment Area, and in accordance with the Diamond Square CRA's Redevelopment Plan, seeks to redevelop the parcels as a vibrant, active, dynamic keystone development that will further the City's and Community Redevelopment Agency's goals and objectives. The City desires a project that has the ability to provide affordable housing in the Michael C. Blake Subdivision (Exhibit "A") and on the parcels identified in Exhibit "B". This RFP has been issued in accordance with Section 163.380, Florida Statutes. As such, the City shall consider all such proposals consistent with this RFP and the financial and legal ability of the persons making such proposals to carry them out; and the City may negotiate with the selected proposer for the purchase, lease, or other transfer of the subject property for purposes of constructing an affordable housing project and meeting the objective of this RFP. The City may accept such proposal and negotiate a written agreement as it deems to be in the public interest and in furtherance of the purposes of the Act and the CRA's Redevelopment Plan.

The Project Agreement, if successfully negotiated, shall be subject to such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP. The Project Agreement, if successfully negotiated by the parties and approved by the City Council, shall obligate the proposer to close on the conveyance of the subject property and devote the subject property to an affordable housing project and shall obligate the proposer to comply with such other requirements as the City of Cocoa may determine to be in the public interest, including the obligation to begin any improvements on such real property within a reasonable time and complete construction within the development schedule required by the City of Cocoa.

The parcels are currently zoned for Single-Family Residential Development (RU-1-7), for high quality residential development. The future land-use for the parcels is Medium Density Residential. Overall, the aim is to create vibrant, sustainable neighborhoods that provide a range of housing options while integrating well with the existing community fabric. This density helps support walkable communities and can make it easier to provide local services and amenities. A map of the subject parcels is included in this RFP. An affordable housing development is expected to serve as a catalyst for redevelopment in the Diamond Square Community Redevelopment Area and the City of Cocoa. Proposals submitted under this RFP should be attractive, stimulate additional development activity, and substantially add to the vibrancy of Diamond Square.

Respondents should review and evaluate the applicable Comprehensive Plan and Zoning Code requirements to determine the development requirements for these land uses and zoning designations before submitting a proposal.

The Diamond Square area of the City of Cocoa is located on the southern border of the City and encompasses those parcels on the western boundary of the Florida East Coast Railroad ROW, south to Rosa L. Jones Dr., north to School St., and west to Pineda St. This area is the original African American settlement area in the City of Cocoa. The Diamond Square Community Redevelopment Area was established in 1998 in accordance with Chapter 163.355, Florida Statutes. Goal number 2 of the Redevelopment Plan is to Increase Partnerships with Housing Developers. A partnership with developers in Diamond Square would transform the community, providing affordable housing units for

homeownership opportunities. Cocoa is a unique, vibrant and diverse community situated in the heart of the Space Coast along the Indian River in Brevard County. The City serves as the gateway to the Space Coast's beautiful beaches and activities, and Central Florida's many amenities. The Metropolitan Area which includes the City of Cocoa, according to the Milken Institute, has the second-best performing economy in the United States and is rated the third Best Place to Live in Florida per US News and World Report. Recently, Brightline extended their commuter rail system from South Florida, through Cocoa, to Orlando, expanding opportunities in the Central Florida region. Earlier this calendar year Brightline announced that the City of Cocoa will be the location of a new Brevard Brightline Station.

The development site is situated within Diamond Square, a short distance to Historic Cocoa Village and the Heart of Cocoa. Diamond Square is home to historic landmarks such as the Historic Moore Center, home of the Leon & Jewel Collins Museum of African American History and Culture; the Historic Monroe Center, home to Emma Jewel Charter Academy; and Provost Park. Several families in Diamond Square provided significant contributions to the growth and development of the community and the City. Cocoa is merely minutes to attractions such as Port Canaveral's cruise port (the world's busiest cruise port), Kennedy Space Center, the Brevard Zoo, and the USSSA sports complex.

SECTION II. PROPERTY DESCRIPTION

The Subject Property consists of seventeen (17) parcels. The parcels combined represent 2.83 acres of Residentially zoned land. The parcels are currently platted as part of the Michael C. Blake Subdivision. (See Plat attached as Exhibit "A").

The future land-use for the Subject Property is "Medium Density Residential". The RU-1-7 Zoning requires the following bulk regulations: Minimum living area – 1,200 sq. ft. and maximum height – thirty-five (35) feet. The minimum yard setbacks were recently modified by City Council and include the following requirements:

- Front setback – Twenty (20) feet
- Side interior setback – Five (5) feet
- Side corner setback – Ten (10) feet
- Rear setback – Ten (10) feet

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet. However, any project developed on the subject property will be subject to a concurrency evaluation in accordance with applicable law.

The City is not aware of any known soil or groundwater contamination that may adversely affect development, but developers will be required to conduct their own due diligence regarding the property and provide copies of any environmental reports to the City of Cocoa. The site had been vacant since the City of Cocoa acquired the subject property for redevelopment in 2016, however five homes were constructed and sold this year.

SECTION III. INTENT

1. The City of Cocoa will sell the property identified in Exhibits "A" and "B" to develop,

construct, and sell single family affordable housing units consistent with the CRA's and City's policies and objectives located within the Diamond Square Community Redevelopment Area in Cocoa, Florida.

2. The City of Cocoa is fee-title owner of the subject Property. The City intends to provide site control by fee-simple conveyance, subject to final approval by City Council. The Property will be sold to the successful developer pursuant to the terms and conditions of a Development Agreement. The Property will be sold on an "as-is" basis and conveyance will occur after site-plan approval.

3. The City is seeking proposals that offer the opportunity to develop the greatest number of affordable housing units within the subdivision.

4. The homes must meet the minimum living area square footage of 1,200 sq. feet and must not exceed the current maximum HUD sales price of $273,000 or as re-estabilished by HUD at the time of sale.

5. It is the City's intent that as an affordable housing development the homes must benefit buyers with household income levels ranging from 30% to 120% of Brevard County's Area Median Income (AMI).

6. The successful developer will be required to obtain all required permits for construction. It shall be the responsibility of the proposers to diligently conduct additional research to verify permitting requirements for the project.

7. The City will consider the following incentives to facilitate the project:

    a. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
    b. Streetscape improvements within the right-of-way.
    c. Waiver of certain permit fees.
    d. Waiver of certain impact fees.

8. The selected proposer/s must be able to commit to complete construction, with certificates of occupancy, of the affordable housing development of all homes within the subdivision within twelve (12) to sixteen (16) months from the date that the site plan is approved by the City.

SECTION IV. HIGHLIGHTED REQUIREMENTS

The City is seeking an experienced and well-financed developer that is capable of purchasing all identified lots to develop and construct affordable housing on all lots within the timeframe specified within this RFP. The Proposer must first submit a proposal meeting the requirements of this RFP including submitting elevation drawings or other photos/illustrations and conceptual site development

plan. Proposals will then be evaluated and ranked by a committee appointed by the City Council. The top ranked proposer will then be invited to negotiate the terms and conditions of a written project agreement with the City. The selection of the top ranked proposer does not in any way form a contract with the City. Rather, it is simply an invitation to commence negotiations with the City to draft a mutually agreeable project agreement which shall be subject to consideration and final approval by the City Council. No guarantees or representations whatsoever are given by the City that the selected proposer will be able to successfully negotiate a written project agreement with the City Council, and neither is the City obligated or required to provide an executable project agreement. If selected and invited to negotiate a project agreement, the negotiation period shall not exceed three (3) months and can be terminated at any time by the City Council. Upon expiration or termination of the negotiations, the City Council may choose to negotiate with any other proposer or terminate the RFP at the City Council's sole and absolute discretion. A contract is formed with the City only at such time the City Council and selected proposer approve and execute the written project agreement. Otherwise, the selected proposer, regardless of the fact that a proposal was submitted, and the parties negotiated, has no rights whatsoever to acquire the subject property and/or construct a mixed-use project on the property.

The project agreement is expected to address the agreed upon terms and conditions of the project including, but not limited to, the proposed conceptual site development plan, building elevations, covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPMENT project, and such other design, permitting, financial, development schedules, and construction terms and conditions deemed necessary by the City.

SECTION V. PROPOSAL REQUIREMENTS

Each firm must satisfy the minimum requirements listed below to be considered. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. **All decisions made by the City Council shall be deemed Final.** All Proposers must demonstrate the following:

COVER LETTER

Proposer shall submit a letter of interest *signed by an authorized representative that can contractually obligate and bind the firm making the Proposer*. The Proposer or authorized representative is attesting that the information provided is current and factual.

The letter shall include:

- Date
- Proposers Information (history, length of existence & business structure)
- Representatives Contact Information (telephone number and email address)
- Proposer's federal taxpayer identification number
- Confirmation of Proposer meeting **ALL** minimum requirements
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)
- A detailed description of the nature and status of any pending or completed litigation claims made, contract disputes, alleged defaults and liens arising in connection with the performance of any services by your company or by current or former members

of your firm, within the last three years. If proposer intends to utilize subcontractors or sub-consultants, provide similar information for the subcontractors/sub-consultants.

Anonymous proposals or proposals submitted by third parties claiming to be acting on behalf of the firm who will be responsible for contracting with the City and completing the SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPMENT will not be accepted.

TABLE OF CONTENTS

Include a clear identification of the materials included in the Proposal by numbering them and providing the proper page number.

QUALIFICATIONS (TAB 1)

PROPOSER/COMPANY QUALIFICATIONS

- A detailed summary of the developer's experience in being the lead developer for the acquisition and development of affordable housing and/or housing developments.
- A brief description of at least (3) most comparable projects that the developer has served as the lead developer and has successfully completed.

NOTE: The use of past project photos, renderings and graphics from the developer's previously completed projects are highly encouraged, and the lack of such photos, renderings and graphics in the proposal may be construed by the City that the developer is lacking the experience that the City is seeking for this project.

TEAM QUALIFICATIONS

- Team members and credentials
- Include information for the proposed Master Planner, Architect, or Contractor for the project
- Provide up to two comparable projects undertaken, as part of this team or separately by each professional. (Note which projects the professional consultants and contractors provided the services on behalf of the Proposer).
- Team credentials include, but are not limited to, specialized qualifications, education and experience. Brief background outlining relevant work performed within the last five (5) years.
- Provide the Florida registration numbers of professional personnel.

PROPOSED USE (TAB 2)

PROPOSED USE OF SITE

- Describe the proposed use of the site.
- Include conceptual plans, elevations, and renderings, etc.
- A conceptual site development plan, drawn to scale, evidencing that the plan will satisfy current zoning requirements.

- Colored renderings of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
- **Requested Waivers.** A summary of any relief to be proposed from the Land Development Code or a summary of any relief to be proposed from fees associated with site plan review of the property.

PROPOSED COMPLETION TIME

- Describe proposed completion time for this project, outline time frames for site planning, permitting, construction, etc.

FINANCIAL REQUIREMENTS (TAB 3)

FINANCIAL ABILITY

- Provide sufficient evidence of secured financing, or having the ability to secure all required financing no later than the time of committing to complete the mixed-use development project by contract with the City of Cocoa. Evidence of financial resources to complete the proposed project in a timely fashion and provide long-term financial support to the project after built is a material and absolute minimum requirement. Proposers with speculative, highly contingent, or unsubstantiated financial resources should not submit a proposal under this RFP because they will not be considered by the City.

- Funding Mechanism. Explain the proposed funding mechanism amount (i.e. how the development will be funded) timeframe and terms. The proposer is responsible for all building and other permits and fees which are associated with the proposed project unless otherwise contractually noted. Prospective bidders may submit bank documents that support their application.

NOTE: This evidence can be shown by the Proposer's audited or compiled financial statements, or signed letters from banks or equity sources with verifiable funds to complete the project. Such letters must be on bank or equity source letterhead and include details of the financial entity's experience in working with the Proposer on similar- sized or larger projects and their willingness to consider funding the proposed project subject to successful negotiations and due diligence.

CONFIDENTIAL INFORMATION:

Pursuant to **section 119.071, Florida Statutes,** any financial statements that the CRA requires to be submitted may be exempt from the Public Records Law. **Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed."** By submission of a response to this RFP the proposer agrees to

indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

REQUIRED FORMS (TAB 4)

FORMS All Forms required by the RFP shall be fully executed by the Proposer and submitted.

1. A signed Proposal Form **(Exhibit "C").**

SECTION VI. PRE-PROPOSAL CONFERENCE.

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Appropriate staff will be in attendance. Notice of such pre-proposal conference will be posted by the City. Relevant documents such as the Parking Study will be available on the City website (https://www.cocoafl.org/DocumentCenter/View/14775).

SECTION VII. PROPOSAL PACKAGE

Please submit One Original marked "Original" and five (5) copies of the Proposal and one (1) electronic copy on CD or USB Flash Drive in PDF format.

SECTION VIII. DELIVERY

Proposals should be marked "**PROPOSAL FOR MCB SUBDIVISION**" and delivered:

(1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or

(2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

SECTION IX. SUBMITTAL DEADLINE.

The deadline to submit proposals shall be **3:00 p.m**. local time on **Friday, October 25, 2024.** Proposals received after the specified time and date **will not** be considered. The CITY will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

SECTION X. SELECTION AND PROJECT AGREEMENT

Proposals will be ranked in accordance with and must meet the RFP selection criteria in the attached Exhibit "D". Evaluation committee members shall review and rank all qualified proposals which will then be presented to City Council for selection and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan and other master planning documents of the City and CRA. Qualified proposals received by the CITY will be presented to the Cocoa City Council for consideration of ranking all qualified proposals for purposes of determining which proposer, if any, will be invited to commence negotiating the terms and conditions of the project agreement. The proposal selected is only considered preliminary information to consider in negotiating the project agreement and is not considered a contractual offer. Selection of a proposer to negotiate shall not in any way form a contract with the City. All terms and conditions of the project agreement are subject to negotiations and must be in a separate legal written instrument approved and executed by both the City Council and proposer. All other verbal and written communications between the City and employees and any proposer including, but not limited to, those made during the selection and negotiation process shall not constitute a contract. The City reserves the right, at its sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a proposal at any time. Any binding agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council and shall be in writing and dependent on numerous factors including the Proposer's ability to accept the terms and conditions of a mixed-use development project which the City finds desirable and in the public interest. Other written agreements with the City of Cocoa will be required to construct the mixed-use development project, and such agreements will be a condition in the project agreement with the City, but negotiated and approved separately with the City in accordance with applicable requirements and procedures of the City of Cocoa.

SECTION XI. INQUIRIES AND QUESTIONS.

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Contract Manager, Brian Dale 321-433-8833, or email bdale@cocoafl.gov. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the CRA as having received an original RFP.

PROPOSERS AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

SECTION XIII. CITY AND AGENCY RESERVATIONS

A. The City reserves the right to:

(1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission and proposal requirements, with the exception that a written project agreement is required and necessary to bind the City.

(2) Hear presentations from the top-rated firm(s).

(3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

(4) Waive irregularities in the proposals.

(5) Reject or refuse any or all proposals.

(6) Modify, cancel and withdraw this RFP at any time.

(7) Negotiate with any or all Proposers to obtain terms most beneficial to the City, and impose such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a mixed-use development project.

(8) Terminate negotiations with any proposer for any reason and at any time, without recourse against the City and its officials and employees.

(9) Select the proposal which, in its sole and absolute discretion, best serves the interest of the City.

(10) Require the proposer to comply with any and all City of Cocoa code requirements as a condition of permitting and constructing the mixed-use project, and such compliance will be determined in the City of Cocoa's sole and absolute discretion.

SECTION XIV. BID SECURITY and COST REIMBURSEMENT.

In order for a proposal to be considered by the City during this RFP process, the proposer shall be required to furnish security in the form of a Security Proposal Bond issued by a surety acceptable to the City, postal money order, certified check, cashier's check, or irrevocable letter of credit in the amount of $15,000 payable to the City ("Security"). Failure to furnish the Security in the proper form and amount, by the time set for the opening of the proposals, shall be cause for the rejection of the proposal. The Security will be returned to unsuccessful proposers as soon as practicable after the City has selected and invited a proposer to commence negotiations of a project agreement, and such negotiations have commenced.

With respect to the proposer selected by the City Council to negotiate a project agreement, if the proposer accepts the invitation to negotiate the project agreement, the Security shall be maintained by the City and returned to selected proposer only upon the selected proposer successfully negotiating a project agreement and later obtaining site plan approval by the City of Cocoa and closing on the purchase of the subject property. However, the City may immediately claim payment of the Security if the selected proposer commences negotiations, and either of the following three events occurs for any reason

whatsoever: (1) negotiations are terminated by the City Council or proposer without obtaining approval and execution of a written project agreement, or (2) site plan approval is not obtained from the City in accordance with the terms and conditions of an approved written project agreement, or (3) the closing on the property does not occur and the written project agreement is terminated, then the selected proposer shall be liable to reimburse the City for all labor, fees and expenses incurred by the City including, but not limited to, staff time, consultant fees, and attorney's fees related to this RFP and any implementation of the written project agreement should it be approved and executed by the City Council and proposer. Upon submittal of the Security required hereunder, the proposer hereby agrees that such actual labor, fees and expenses are difficult to ascertain at this time, but such labor, fees and expenses are estimated to be at least equivalent to the full amount of the Security, and such Security is a fair representation of the anticipated cost of labor, fees and expenses that will be incurred by the City and subject to reimbursement. As an economic incentive and City contribution to the approved mixed-use project, the Security will be returned to the selected proposer if the closing on the City property occurs in accordance with the terms and conditions of the written project agreement.

SECTION XV. DISCLOSURE

(1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.

(2) All proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore, certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

(3) No contractual, legal, equitable or development rights of any kind are afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and such parties shall participate equally in drafting such agreement during the negotiation process.

(4) PUBLIC ENTITY CRIMES–- A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for

a period of 36 months from the date of being placed on the Convicted Vendor List. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City.

(5) The City is not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City will not be liable or responsible for any claims for damages or equitable relief resulting from the City's exercise of its discretion to approve or reject any proposal submitted in furtherance of this RFP. Nothing contained in this paragraph or elsewhere in this RFP 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 in any respect whatsoever including, but not limited to, in an action based on a tort, beyond the limits established in said Section 768.28 Florida Statutes.

EXHIBIT "A"

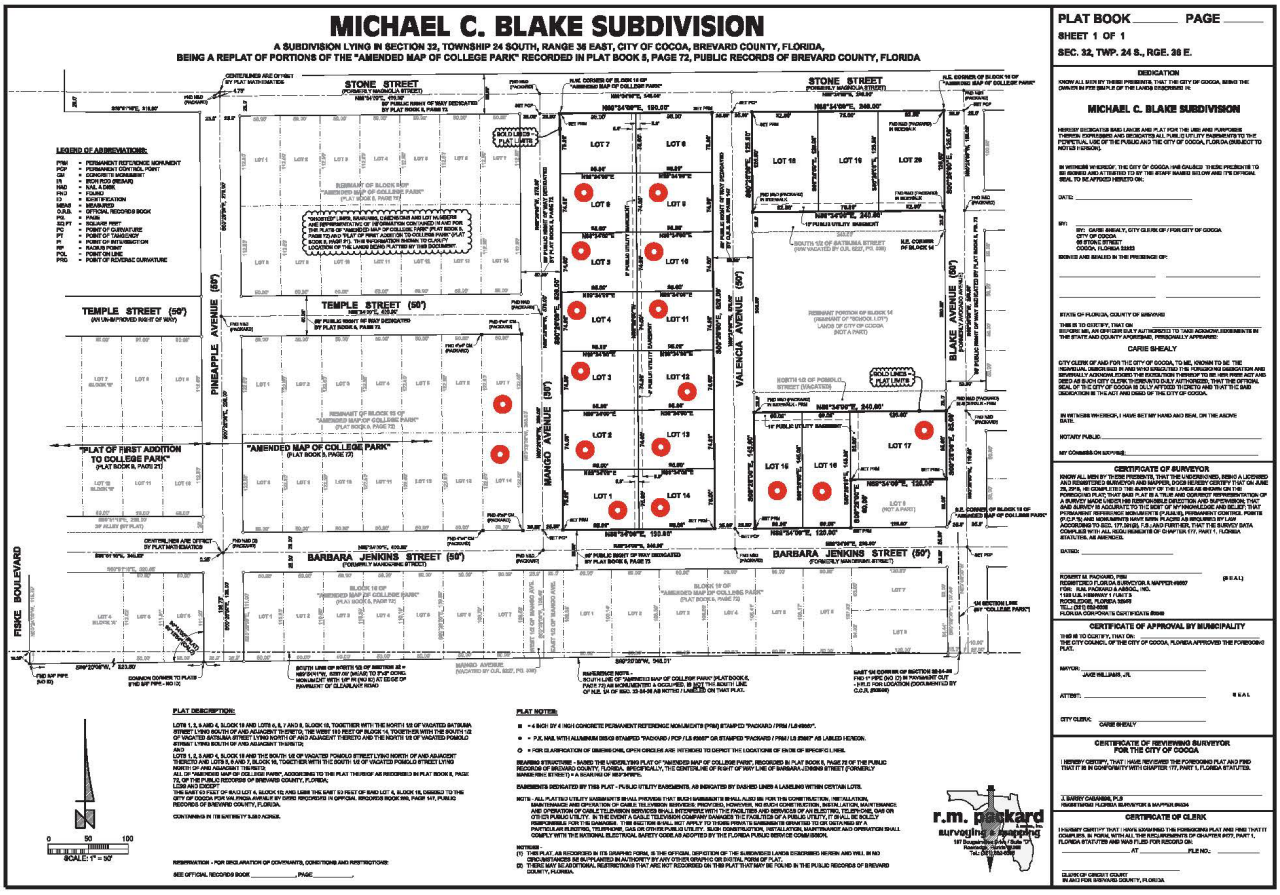

MICHAEL C. BLAKE SUBDIVISION
A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA,
BEING A REPLAT OF PORTIONS OF THE "AMENDED MAP OF COLLEGE PARK" RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
PLAT BOOK _____ PAGE _____
SHEET 1 OF 1
SEC. 32, TWP. 24 S., RGE. 36 E.
DEDICATION
MICHAEL C. BLAKE SUBDIVISION
CERTIFICATE OF SURVEYOR
CERTIFICATE OF APPROVAL BY MUNICIPALITY
CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA
CERTIFICATE OF CLERK
STONE STREET
TEMPLE STREET (50')
BARBARA JENKINS STREET (50')
PINEAPPLE AVENUE (60')
MANGO AVENUE (60')
VALENCIA AVENUE (60')
BLAKE AVENUE (60')
FISKE BOULEVARD
"PLAT OF FIRST ADDITION TO COLLEGE PARK"
"AMENDED MAP OF COLLEGE PARK"
LEGEND OF ABBREVIATIONS:
PLAT DESCRIPTION:
PLAT NOTES:
r.m. packard surveying & mapping

EXHIBIT "B"

PCN #	Address	Size	Zoning
24-36-32-07-*-1	None assigned	.16	RU1-7
24-36-32-07-*-2	None assigned	.16	RU1-7
24-36-32-07-*-3	None assigned	.16	RU1-7
24-36-32-07-*-4	None assigned	.16	RU1-7
24-36-32-07-*-5	None assigned	.16	RU1-7
24-36-32-07-*-6	None assigned	.16	RU1-7
24-36-32-07-*-9	None assigned	.16	RU1-7
24-36-32-07-*-10	None assigned	.16	RU1-7
24-36-32-07-*-11	None assigned	.16	RU1-7
24-36-32-07-*-12	None assigned	.16	RU1-7
24-36-32-07-*-13	None assigned	.16	RU1-7
24-36-32-07-*-14	None assigned	.16	RU1-7
24-36-32-07-*-15	None assigned	.20	RU1-7
24-36-32-07-*-16	None assigned	.20	RU1-7
24-36-32-07-*-17	None assigned	.23	RU1-7
24-36-32-CC-13-7	None assigned	.14	RU1-7
24-36-32-CC-13-14	None assigned	.14	RU1-7

EXHIBIT "C"

PROPOSAL COMMITMENT FORM

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the Cocoa City Council and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the Cocoa City Council that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums including, but not limited to, the Bid Security requirements. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the Cocoa City Council will rely on said information during the RFP process. Proposer further 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. Additionally, Proposer agrees that the Cocoa City Council shall have the sole discretion to rank, select and negotiate with any proposer under this RFP. The ranking and selection of a proposer to negotiate the terms and conditions of a written project agreement by the City does not guarantee that a written project agreement will be approved by the City Council. Without limiting any other provision in the RFP, the Proposer hereby agrees that no contractual, legal, equitable or development rights of any kind is afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and the selected proposer shall participate equally in drafting such agreement during the negotiation process. The Proposer hereby waives any and all rights to claim or bring any legal action in equity or law against the City of Cocoa that submittal of a proposal, or selection of a proposal by the City Council to negotiate a written project agreement, constitutes a contract or other binding commitment on the City. The Proposer understands and agrees that only a written project agreement approved at a duly held public meeting and executed by the City Council will be binding on the City.

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City on Monday, August XX, 2024.

Name of Company/Organization	Signature of Authorized Principal
Printed name/title of Principal	Phone
E-mail address	Fax

Exhibit "D "

Evaluation Criteria

Proposer Name: _____

Evaluator: _____

Evaluation Criteria	Maximum Weight
Professional Abilities/Experience	**20%**
Development Concept and Project Design	**30%**
Financing Plan	**20%**
Development Schedule	**30%**

Evaluator Comments:

Professional Abilities/Experience

_____

_____

_____

_____

_____

Development Concept and Project Design

_____

_____

_____

_____

_____

Financing Plan

_____

_____

_____

_____

_____

Development Schedule

_____

_____

_____

EXHIBIT "E"

Diamond Square CRA Redevelopment Plan

This exhibit provides a link to the publicly available Diamond Square CRA Redevelopment Plan Update for 2014.

Link: https://www.cocoafl.gov/DocumentCenter/View/14764/Diamond-Square-Redevelopment-Plan-Update-2014-ADA?bidId=

Legislation Details (With Text)

File #:	24-692	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/27/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	

Title: Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of $309,793 for Critical I.T. Infrastructure; Approval authorizing the Authorized Officials stated in the Resolution and City Attorney to execute documents necessary to complete the debt financing. Further, approval authorizing the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal. (Finance Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Master Equipment Lease Proposals Series 2024.pdf
FY25 Debt Funded Equipment Listing.pdf
Resolution 24-108
COCOA CITY F250.pdf
COCOA FORD F250 DUMP DOG.pdf
Mack MD6 Dump.pdf
Mobile radios CPD QO0030753 Rev 100124.pdf
Portable radios CPD QO0030268 29 xl185P rev 100124.pdf
NJPA_COCOA, CITY OF_59524_Quote_1.PDF
Proposal Cocoa FL Mach Alert FInal 10.7.24.pdf
Tyler Tech CAD Cocoa PD, FL - Encoder Services 10-3-24.pdf
Sourcewell_Worksheet_CocoaFL.pdf
Budget Resolution FY2025.pdf
BAF 25-015-A-FN- Fire Communications Debt Services (12-10-24) Agenda 24-692-FY25.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2024
Agenda Date: November 27, 2024
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of $309,793 for Critical I.T. Infrastructure; Approval authorizing the Authorized Officials stated

in the Resolution and City Attorney to execute documents necessary to complete the debt financing. Further, approval authorizing the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal

BACKGROUND:

During the FY2025 budget adoption process, the City Council approved the use of debt proceeds to purchase capital equipment. The Finance Director and the City Manager worked with the City's Financial Advisor, PFM Associates, to obtain and evaluate quotes for the lease financing of capital equipment. Proposals were provided from several banks, with Bank of America providing the most favorable interest rate and terms for the City. The full list of proposals is attached to the agenda item as Exhibit A. A station alerting system for the Fire Department was not included in the FY2025 Adopted Budget and so BAF # 25-015 budgets for the debt proceeds and cost of the alerting system. Bank of America proposed two different terms and interest rates of six years at 3.5995% and 10 years at 3.8250%, with the terms of the lease amounts being matched to the expected lives of the equipment being purchased. The purchase of a fire truck will be under the ten year lease due to the extended life of the fire truck.

Bank of America provided a formal proposal that was accepted on October 25, 2024. Their proposal is Exhibit B of this agenda item. Staff has since worked through the City Attorney, Bond Counsel, the financial advisor and Bank of America to develop the formal Master Lease Agreement and related resolutions. The exact costs to record the debt issuance are not certain at this time and therefore staff is unable to prepare an exact budget adjustment. Staff is requesting approval for the City Manager to approve necessary budgetary adjustments related to this financing to be able to proceeds with the transaction consistent with the City Council's decision to proceed with the financing. Staff will bring the necessary budget adjustments to City Council at a later date for transparency and final ratification.

Staff is requesting approval of a Bank of America Proposal for a lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000 and authorizing the Authorized Officials stated in the Resolution and City Attorney to execute documents necessary to complete the financing. Further, authorizing the City Manager's authority to execute documents related to the financing and to make any necessary budget adjustments.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability

BUDGETARY IMPACT:

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

Critical IT Infrastructure: BAF 25-015-A

Debt Proceeds

powered by Legistar™

001-0000-384-00-00
Amount $309,793

IT Hardware
001-2201-522.64-15 CA2502
Amount $309,793

(The rest of the projects being funded were already included in the budget)

Total Debt Proceeds not to exceed $2,600,000

PREVIOUS ACTION:

City Council approved debt financing for certain capital equipment in the FY2025 Adopted Budget via Resolution #24-089 on September 17, 2024.

RECOMMENDED MOTION:

Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of $2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of $309,793 for Critical I.T. Infrastructure; Approval authorizing the Authorized Officials stated in the Resolution and City Attorney to execute documents necessary to complete the debt financing. Further, approval authorizing the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal.

Exhibit A
Agenda Item 24-692
City of Cocoa Lease Financing Proposals
Capital Equipement Purchases for FY2025

City of Cocoa, Floria - Master Equipme		
Bank	**BofA**	**JP Morgan**
Contact	Charles T. Maguire 804-763-8742 charles.maguire@bofa.com	Scott Ricker 407-236-5398 scott.ricker@jpmorgan.com
6-Year Rate	3.5995%	4.89%
10-Year Rate	3.8250%	4.87%
Terms		

nt Lease, Series 2024	
TD Equipment Finance	**Truist**
Maggie Morris 301-289-3527 margaret.morris@td.com	Clayton Thompson 501-690-1562 clayton.thompson@truist.com
3.95%	4.07%
3.97%	4.20%
	Floating rates with option to lock a rate for up to 29 days prior to funding for a premium of 5 bps

City of Cocoa
Equipment to be Funded with Debt Proceeds
FY25

ɔn/G/L Account #	Description	Estimated Cost
General Operations		
001-1600-513.64-00	Pooled City Hall Vehicle	$ 40,000
Police		
001-2100-521.64-00	1-Police Vehicle	$ 61,000
Police Communications		
001-2101-521.64-00	50 Mobile Radios	$ 406,000
	29 Potable Radios	$ 193,000
Fire		
001-2201-522.64-00	Fire Engine Apparatus	$ 1,150,000
001-2201-522.64-00	Station Alerting System	$ 310,000
Public Works		
001-3510-541.64-00	Flat Bed Truck (Replacing 2 f	$ 133,000
001-3520-572.64-00	Replacement Vehicle 117	$ 65,000
	Replacement Vehicle 136	$ 59,000
	Kubota Loader/Grapple	$ 79,000
		$ 2,496,000

RESOLUTION 24-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND THE CITY, AS LESSEE, AND SEPARATE SCHEDULES THERETO, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AS DESCRIBED HEREIN IN AN AMOUNT NOT TO EXCEED $2,600,000; AUTHORIZING ONE OR MORE ESCROW AGREEMENTS AND CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council (the "City Council") of the City of Cocoa, Florida (the "City"), a body corporate and politic duly organized and existing under the laws of the State of Florida (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the City Council has determined that a need exists for the acquisition, financing, purchasing and leasing of certain equipment, with a cost not to exceed $2,600,000, consisting of certain fire vehicles and other equipment as described in the Equipment Schedule attached to the hereinafter defined and described Agreement, the form of which is attached hereto as Exhibit A (collectively, the "Equipment"); and

WHEREAS, in order to finance the acquisition of the Equipment and to pay the related issuance costs, the City proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Bank"), substantially in the proposed form attached hereto as Exhibit A, including but not limited to separate schedules thereto and one or more escrow agreements (collectively, the "Escrow Agreement") among the Bank, in its capacity as lessor, Argent Institutional Trust Company, in its capacity as escrow agent, and the City, each substantially in the form attached to the Agreement; and

WHEREAS, the City Council deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing

and leasing of the Equipment and related issuance costs to be therein described on the terms and conditions therein and herein provided;

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

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, the Charter of the City, Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The City solicited interest rate quotes from qualified financial institutions and received at least three (3) quotes.

C. The Bank's offer at the terms set forth in its proposal dated October 24, 2024 is the most favorable to the City.

D. The terms of the Agreement (including the form of Schedule of Property, the form of Payment Schedule and the form of the Escrow Agreement, each attached thereto), are in the best interests of the City for the acquisition, purchase, financing and leasing of the Equipment and payment of the related costs of issuance.

SECTION 3. APPROVAL OF AGREEMENT. The form, terms and provisions of the Agreement (including the form of Equipment Schedule, the form of Payment Schedule, and the form of Escrow Agreement each attached thereto) are hereby approved in substantially the forms attached hereto as Exhibit A, respectively, with such insertions, omissions and changes as shall be approved by the Mayor, Vice Mayor, City Manager or the City's Finance Director (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized, collectively or individually, to sign and deliver on behalf of the City the Agreement, each Schedule thereto under which a separate Lease (as hereinafter described, and as defined in the Agreement) is created, each Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the City, (a) the aggregate principal component of Rental Payments under the Lease related to the Equipment (the "Lease") entered into pursuant to the Agreement shall not exceed $2,600,000; (b) the maximum term under the Lease shall not exceed ten (10) years with the final Renewal Term (as such term is defined in the Agreement) ending no later than on December 31, 2034, subject to earlier termination pursuant to the Agreement; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed 4.00% per annum. The Authorized Officials may sign and deliver the Lease and the Escrow Agreement to the Bank on behalf of the City pursuant to the Agreement on such terms and

conditions as they shall determine are in the best interests of the City up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of five years from the date hereof during which the Authorized Officials are authorized to sign and deliver the Lease pursuant to the Agreement on the terms and conditions herein provided and to be provided in the Lease. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Agreement.

SECTION 4. MEMBERS OF THE CITY COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, the City Manager, the City Attorney or the Finance Director of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, the City Manager, the City Attorney or the Finance Director of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, the City Manager, the City Attorney or the Finance Director of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, the Agreement, the related schedules thereto and the Escrow Agreement, on the part of the City.

SECTION 5. AUTHORIZATIONS. The Mayor, Vice Mayor and any member of the City Council, the City Manager, the City Attorney, the Finance Director and the City Clerk of the City, and such other officials and employees of the City as may be designated by the City are each designated as agents of the City in connection with the issuance and delivery of Agreement and the related schedules thereto and are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Agreement and the related schedules thereto, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 6. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 7. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 8. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 9. REPEALER. All ordinances, resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 10. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution or in the Agreement and the related schedules thereto, nothing in this Resolution or in the Agreement and the related schedules thereto, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the Bank (in its capacity as lessor and escrow agent), any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Agreement and the related schedules thereto, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the Bank.

SECTION 11. EFFECTIVE DATE. This Resolution shall be in full force and take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

DULY ADOPTED in Regular Session, this 10th day of December, 2024.

CITY OF COCOA, FLORIDA

(SEAL)

ATTEST:

By: _____
Michael C. Blake, Mayor

By: _____
Monica Arsenault
City Clerk

EXHIBIT A

FORM OF MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (this "*Agreement*") dated as of December 12, 2024, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, "*Lessor*"), and the City of Cocoa, Florida, a municipal corporation existing under the laws of the State of Florida ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

"*Acquisition Period*" means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"*Casualty Value*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Casualty Value" on the Payment Schedule.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"*Commencement Date*" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

"*Contract Rate*" means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

"*Disbursement Request*" means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

"*Equipment*" means, with respect to each Lease, the equipment, fixtures and other goods and property listed in the related Equipment Schedule, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom.

"*Equipment Costs*" means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"*Equipment Schedule"* means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

"*Escrow Account"* means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"*Escrow Agent"* means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"*Escrow Agreement"* means, with respect to each Lease for which an Escrow Account is established, an Escrow Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"*Event of Default"* means an Event of Default described in Section 12.01.

"*Event of Non-appropriation"* means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"*Lease"* means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

"*Lease Term"* means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

"*Lessee"* means the entity referred to as Lessee in the first paragraph of this Agreement.

"*Lessor"* means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

"*Material Adverse Change"* means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external debt rating from the date of this Agreement of two or more subgrades by either Moody's Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by

Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"*Original Term*" means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"*Outstanding Balance*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"*Payment Schedule*" means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"*Prepayment Price*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"*Principal Portion*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"*Related Documents*" means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

"*Renewal Terms*" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"*Rental Payment Date*" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"*Rental Payments*" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"*SEC*" means the U.S. Securities and Exchange Commission.

"*State*" means the State of Florida.

"*Taxable Rate*" means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the

Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Vendor" means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last

Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other

encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee has complied and will comply with Section 218.38, Florida Statutes, with respect to each Lease.

(n) The interest rate for the interest portion of the Rental Payments on the first date that interest begins to accrue with respect to each Lease, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes.

(o) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, and subject in all respects to applicable state public records laws, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address, account information and logos of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

Section 2.02. Representations and Covenants of Lessor. Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof and as of the Commencement Date of each Lease that it has and will comply with Section 218.385(2) and Section 218.385(3), Florida Statutes, with respect to each Lease, as applicable.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire and install the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's

obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Equipment Schedule, executed by Lessee;

(ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit H*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, or in such other form satisfactory to Lessor, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;

(iv) A Certificate completed and executed by the Clerk or Secretary of the Lessee or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;

(v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, or such other form satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the Real Property on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located and amendments and agreements releasing liens and encumbrances, if any, on the Real Property where the Equipment is and will be located;

(ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor

may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05 Evidence of Filing Form 8038-G. As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE

LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER LEASE.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), or any substantially similar provision of federal, state, local or foreign tax law (including regulations or other guidance from any taxing authority).

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includable in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includable in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includable for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earliest of (i) the expiration of the applicable Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates at a price of one hundred (100%) of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments for a Lease, Lessor shall prepare a new Payment Schedule for such Lease and deliver the same to the Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment listed in a Lease as it deems appropriate in order to unconditionally accept such Equipment. When the Equipment listed in a Lease has been delivered and installed, including any component of the Equipment, Lessee shall

promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E.*

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive,

administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the Lease.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, so long as Lessee is not in default under Article XII hereof and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment, investments held from time to time in any related Escrow Account and any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds, free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the transfer and conveyance of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's rights relating to the Equipment under such Lease shall terminate. Notwithstanding anything herein to the contrary, under no circumstance shall the Lessor have a right to forcible repossession of the Equipment.

Section 6.02. Lessor's Interest in the Equipment. For each Lease under this Agreement, Lessor shall only have the remedies described in Section 12.02 and shall not have a general foreclosure right that entitles Lessor to a deficiency judgment or retain Lessee's equity in the Equipment, if any.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided,* that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term under the affected Lease, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment. In the event that the installation of any component of any item of Equipment could be deemed to require a payment and performance bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provision of Chapter 713, Florida Statutes, or any successor statute to each, as they may be amended from time to time, Lessee shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Outstanding Balance of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required

by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in form and substance satisfactory to Lessor, in Lessor's sole discretion. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease, subject in all respects to the Lessee's right to non-appropriate. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds budgeted and appropriated for such purpose) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain

any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(a)(ii) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related

Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's rights in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease and so long as no Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the *"Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments

then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder or, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the *"Related Assigned Rights"*), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a *"qualified institutional buyer"* as defined in Rule 144A(a)(1) promulgated under the

Securities Act of 1933, as amended, or an *"accredited investor"* as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than $100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the *"Lease Servicer"*) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's rights in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit G* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days after the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition

in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a "*Defaulted Lease*"):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may request that Lessee, at Lessee's expense, promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Subject to the next sentence, Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under each such Defaulted Lease or related Escrow Agreement or to any or all of the Equipment or the Escrow Account. The parties to this Agreement acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by *Nohrr v. Brevard County Educational Facilities Authority*, 247 So. 2d 304 (Fla. 1971), and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, *State v. Brevard County*, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in the Agreement.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately above the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest

extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF"*)). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Banc of America Public Capital Corp	City of Cocoa, Florida
11333 McCormick Road	65 Stone Street
Hunt Valley II	Cocoa, Florida 32922
M/C MD5-032-07-05	
Hunt Valley, MD 21031	Attention: _____
Attention: Contract Administration	Fax No.: _____
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Reserved
Exhibit G	Form of Notice and Acknowledgement of Assignment
Exhibit H	Form of Escrow Agreement

EXHIBIT A-1

FORM OF EQUIPMENT SCHEDULE NO. _____ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of Cocoa, Florida, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is $ _____**.]**

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.**]**

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds*; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (*"Surety Bond"*) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____have been delivered to Lessor.

[7][8][9]. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled in the name of Lessee as registered owner. Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

LESSEE:
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922
Attention: _____

By:_____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-2

FORM OF EQUIPMENT SCHEDULE NO. _____ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of Cocoa, Florida, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*).

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the *"Commencement Date"*).

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period. 5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (i) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (ii) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the *"Inoperable Component"*) in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a

remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Lease Term.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds*; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("*Surety Bond*") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of

this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

By:_____
Name: _____
Title: _____

LESSEE:
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922
Attention: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium, if applicable]	CASUALTY VALUE [including casualty premium, if applicable]

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

LESSOR:	LESSEE:
Banc of America Public Capital Corp	City of Cocoa, Florida
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Cocoa, Florida (the *"Lessee"*), a municipal corporation duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida, is authorized by the laws of the State of Florida to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, and separate Equipment Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Equipment Schedules thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute (in writing or electronically), and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed $_____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [_____] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [_____ percent (___%)] per annum. The Authorized Officials may execute (in writing or electronically) and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to execute (in writing or electronically) and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each

Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ___ day of _____, 20__.

City of Cocoa, Florida,
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ **[**Secretary**]** **[**City Clerk**]** **[**County Clerk**]** of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title:_____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Cocoa, Florida (the *"Lessee"*), a municipal corporation duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida, is authorized by the laws of the State of Florida to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $_____ and consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 12, 2024 by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to execute (in writing or electronically) and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ___ day of _____, 20__.

City of Cocoa, Florida,
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ **[**Secretary**]** **[**City Clerk**]** **[**County Clerk**]** of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title:_____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting _____ [Secretary] [City Clerk] [County Clerk] of the City of Cocoa, Florida (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Master Equipment Lease/Purchase Agreement dated as of December 12, 2024 (the *"Agreement"*) and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Equipment Schedules"*), each by and between Lessee and Banc of America Public Capital Corp (*"Lessor"*), [the Escrow Agreement dated as of _____, 20__ by and among Lessor, Lessee and _____ as Escrow Agent,] all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting _____ **[**Secretary**] [**City Clerk**] [**County Clerk**]** of the City of Cocoa, Florida (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. ___ dated as of _____, 20__(the *"Equipment Schedule"*), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of December 12, 2024 (the *"Agreement"*), each by and between Lessee and Banc of America Public Capital Corp (*"Lessor"*), [the Escrow Agreement dated as of _____ by and among Lessor, Lessee _____ as Escrow Agent,] and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____. 20__, to Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024, by and between Banc of America Public Capital Corp, as Lessor, and the city of Cocoa, Florida, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Cocoa, Florida ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024 (the "*Agreement*") and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Equipment Schedule No. _____, dated _____, 20__, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"); (c) an executed counterpart of that certain Escrow Agreement dated as of _____, 20__ (the "*Escrow Agreement*"), by and among Lessor, Lessee and [_____], as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease and the Escrow Account.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of Florida personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____
Firm: _____ Dated: _____
Address: _____
Telephone No.: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024, by and between Banc of America Public Capital Corp, as Lessor, and the City of Cocoa, Florida, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment listed in the Equipment Schedule as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.

2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.

4. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

City of Cocoa, Florida

By:_____
Name: _____
Title: _____

EXHIBIT F

RESERVED

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that, as of _____, 20__, it has assigned and sold to [_____] ("*Assignee*") all of Assignor's right, title and interest in, to and under Equipment Schedule No. _____, dated _____, 20__ (including the Payment Schedule attached thereto, the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 12, 2024 (the "*Agreement*"), each by and between Assignor and the City of Cocoa, Florida ("*Lessee*"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor's right, title and interest in, to and under the Escrow Agreement dated as of _____, 20__ (the "*Escrow Agreement*") by and among Lessee, Assignor and [_____], as Escrow Agent, together with the Escrow Account (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rental Payments Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	$_____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: _____
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT H

FORM OF ESCROW AGREEMENT

This ESCROW AGREEMENT (this *"Agreement"*), dated as of _____, 20__, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as *"Lessor"*), the City of Cocoa, Florida, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as *"Lessee"*), and Argent Institutional Trust Company, a Florida trust company (hereinafter referred to as *"Escrow Agent"*).

Reference is made to that certain Equipment Schedule No. __, dated _____, 20__ to Master Equipment Lease/Purchase Agreement dated as of December 12, 2024, between Lessor and Lessee (hereinafter referred to as the *"Lease"*), covering the acquisition and lease of certain Equipment described therein (the *"Equipment"*). It is a requirement of the Lease that the Acquisition Amount of $_____ be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of Cocoa, Florida Equipment Schedule No. __ Escrow Account" (the *"Escrow Account"*) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds

and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Section 1010.53(2) and Section 218.415, Florida Statutes.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and

expenses (including reasonable attorneys' fees) (collectively, *"Losses"*) incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the *"Effective Date"*), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with

the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an *"Authorized Representative"*) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt. **It is understood and agreed that for no purpose shall notice to [_____] in**

its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.

If to Lessor:	Banc of America Public Capital Corp 11333 McCormick Road Hunt Valley II M/C MD5-032-07-05 Hunt Valley, MD 21031 Attn: Contract Administration
If to Lessee:	City of Cocoa, Florida 65 Stone Street Cocoa, Florida 32922 Telephone:_____ E-Mail: _____
If to Escrow Agent:	Argent Institutional Trust Company _____ _____ Telephone:_____ E-Mail: _____

7. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in any state court located in

Brevard County, Florida and any Federal court with proper jurisdiction located in the United States District Court for the Middle District of Florida.

9. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

11. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

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

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor

By: _____
Name: _____
Title: _____

CITY OF COCOA, FLORIDA,
as Lessee

By: _____
Name: _____
Title: _____

ARGENT INSTITUTIONAL TRUST COMPANY,
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. __ dated _____, 20__ to Master Equipment Lease/Purchase Agreement dated as of December 12, 2024, by and between Banc of America Public Capital Corp, as Lessor, and the City of Cocoa, Florida, as Lessee (the "*Lease*") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of _____, 20__ (the "*Escrow Agreement*") by and among Banc of America Public Capital Corp ("*Lessor*"), the City of Cocoa, Florida ("*Lessee*") and Argent Institutional Trust Company, as escrow agent (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "*Payee Information"*) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[*Remainder of page intentionally left blank*]

Dated: _____

CITY OF COCOA, FLORIDA

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting [Secretary][Clerk] of the City of Cocoa, Florida (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver Equipment Schedule No. ___ dated _____, 2024 (the *"Schedule"*) to that certain Master Equipment Lease/Purchase Agreement, dated as of December 12, 2024 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each by and between Lessee and Banc of America Public Capital Corp (*"Lessor"*), the Escrow Agreement dated as of _____, 20__, by and among Lessor, Lessee and Argent Institutional Trust Company, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN “EXHIBIT A-2” MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

TO BE PROVIDED



COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Thursday, September 12, 2024
DATE

PURCHASER'S NAME

CITY OF COCOA

STREET ADDRESS

CITY **STATE** **ZIP** **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD		F250	WHITE		
VIN NO.		MILES	15	SALES REP	KANE ROBBINS	

PRICE	$50,280.00	*TRADE-IN INFORMATION*	
Knaphiede Body	$14,285.00	MAKE OF USED VEHICLE	
GPC Discount	$600.00	YEAR	
		MODEL	
		VEHICLE IDENT. NO.	
		MILEAGE	
		TRADE VALUE	
SUBTOTAL	$63,965.00	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	
DOCUMENTATION FEE	$0.00	END USER FIN	
	$0.00	SALES TYPE	0
DELIVERY	$1,000.00	GPC DISCOUNT	
	$0.00	GPC REF #	
	$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE TEMP TAG		56M DISCOUNT	
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #	
TOTAL PRICE	$64,965.00	**PLEASE MAIL PAPERWORK TO:**	
CASH DOWN PAYMENT	$0.00		
REBATE	$0.00		
TOTAL DOWN PAYMENT	$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY	**$64,965.00**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY:
PURCHASER'S SIGNATURE
DATE 9/12/2024

ACCEPTED BY:
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 9/12/2024

COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Monday, September 30, 2024
DATE

PURCHASER'S NAME

CITY OF COCOA

STREET ADDRESS

65 Stone Street

CITY	STATE	ZIP	BUS PHONE
COCOA	FL	32922	

PLEASE ENTER MY ORDER FOR THE FOLLOWING — NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD		F250	WHITE		FL38725
VIN NO.	1FTBF2BA6REE38725	MILES	15	SALES REP	KANE ROBBINS	

PRICE	$48,032.00	TRADE-IN INFORMATION	
Dumper Dog Isntall	$8,971	MAKE OF USED VEHICLE	
GPC Discount	$600.00	YEAR	
		MODEL	
		VEHICLE IDENT. NO.	
		MILEAGE	
		TRADE VALUE	
SUBTOTAL	$56,402.55	FLEET SALES INFORMATION	
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	QE596
DOCUMENTATION FEE	$0.00	END USER FIN	QE596
	$0.00	SALES TYPE	0
DELIVERY	$1,000.00	GPC DISCOUNT	$600
	$0.00	GPC REF #	04752R
	$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE TEMP TAG		56M DISCOUNT	
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #	
TOTAL PRICE	$57,402.55	PLEASE MAIL PAPERWORK TO:	
CASH DOWN PAYMENT	$0.00		
REBATE	$0.00		
TOTAL DOWN PAYMENT	$0.00	City Of Cocoa 65 Stone Street Cocoa FL 32922 ATTN ACCOUNTING	
UNPAID CASH BALANCE DUE ON DELIVERY	**$57,402.55**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES*

ACCEPTED BY: _____
PURCHASER'S SIGNATURE
DATE 9/30/2024

ACCEPTED BY: Karyn Keel
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 9/30/2024

BUYER'S ORDER

Sold to:

City Of Coccoa
301 Shearer BLD
Cocoa FL,32992

Quote Number: GDV093024DUMP
Date: September 30, 2024
PO #:
Salesman: German Del Valle

Make	Year	Model	Type	VIN NUMBER	Amount
Mack	2024	MD6	NEW	Order Out	$ 132,876.00

Total Selling Price: $ 132,876.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID FSA23-VEH21.0
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
Item No. 41	Mack MD6	$ 87,179.00
HP280	HP UPGRADE TO280 HP 660 LB-FT	$ 1,992.00
BATTSWITCH	BATTERY DISCONNECT SWITCH	$ 101.00
AIR RIDE	REAR AIR SUSPENSION	$ 2,342.00
MIRROR UPGRADE	MOTOR MIRRORS	$ 447.00
ALUM	ALL ALUM WHEELS	$ 847.00
DIFFLOCK	REAR DIFF LOCKS	$ 849.00
PTO PREP	PTO PREP KIT	$ 220.00
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	$ 183.00
LANAU	12X 48 DUMP BODY & PINTLE HOOK	$ 35,856.00
AIR BRAKE	TRAILER AIR BRAKE PACKAGE	$ 2,860.00
TOTAL	**2024 MY CHASSIS PRICE**	**$ 132,876.00**
TOTAL	**PRICE**	**$ 132,876.00**

PRICE OF ONE 2024 MY MACK MD6 CHASSIS WITH A LANAU 12'x48" AR450 PINTLE HITCH ELECTRIC TARP ELECTRIC BRAKE AND AIR GLAD HAND

Sub Total:	$	132,876.00
Insta Tag Fee:	$	-
Disposal Fee:	$	9.00
Tire Tax Credit	$	-
Sub Total:	**$**	**132,885.00**
Down Payment	$	-
P.O. AMOUNT DUE:	**$**	**132,885.00**
P.O. #		

German Del Valle 09-30-2024
Salesman Signature

Customer Signature

MV Registration#: MV12152

Our Service Manager is Marcos Ramirez
Our Parts Manager is Matt Lenhart
Our Sales Manager is Juan De Oliveira
Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Northern	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Central	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Southern	Primary	Nextran Truck Centers	$87,179.00	Build	Options

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA23-VEH21.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Mack MD6
Item Number	41

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
HP240	HP UPGRADE TO 240HP 560LB-FT TORQUE	$665.00	Factory	-4.25%	
HP250	HP UPGRADE TO 250HP 660 LB-FT TORQUE	$995.00	Factory	-4.25%	
HP260	HP UPGRADE TO 260HP 660 LB-FT TORQUE	$1,328.00	Factory	-4.25%	
HP280	HP UPGRADE TO 280HP 660 LB-FT TORQUE	$1,992.00	Factory	-4.25%	
HP300	HP UPGRADE TO 300HP 660 LB-FT	$2,655.00	Factory	-4.25%	
FUELSENSE	ALLISON FUELSENSE MAX ECONOMY	$252.00	Factory	-4.25%	
BATTSWITCH	BATTERY DISCONNECT SWITCH	$101.00	Factory	-4.25%	
RA 19K	REAR AXLE UPGRADE TO 19,000LB	$819.00	Factory	-4.25%	
RA 21K	REAR AXLE UPGRADE TO 21,000LB	$1,721.00	Factory	-4.25%	
DIFFLOCK	REAR AXLE FULL DIFF LOCK	$849.00	Factory	-4.25%	
AIRRIDE	AIR RIDE REAR SUPSENSION INCLUDES AIR DUMP	$2,342.00	Factory	-4.25%	
AIRIDE 21K	AIR RIDE REAR SUPSENSION INCLUDES AIR DUMP 21K	$3,330.00	Factory	-4.25%	
90GALTANK	90 GALLON FUEL TANK UPGRADE	$475.00	Factory	-4.25%	
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	$183.00	Factory	-4.25%	
ALUM	ALL ALUMINUM WHEEL UPGRADE	$847.00	Factory	-4.25%	
MIRROR UPGRADE	HEATED AND MOTORIZED MIRRORS BOTH SIDES	$447.00	Factory	-4.25%	
SPEED LIMITER	PROGRAM SPEED LIMITER	REQUEST	Vendor		
IDLE SHUTDOWN	PROGRAM IDLE SHUTDOWN	REQUEST	Vendor		
RAIL GATE	1500 LB CAPACITY RAIL GATE	REQUEST	Vendor		
TUCK AWAY GATE	1500 LB CAPACITY TUCK AWAY GATE	REQUEST	Vendor		
HITCH PACKAGE	CLASS 4 TRAILER HITCH WITH LOCAL INSTALL	REQUEST	Vendor		
14FLAT	14FT STEEL FLATBED WITH HEADACHE RACK	REQUEST	Vendor		
20FT FLATBED	20FT STEEL FLATBED INCLUDE 40" STAKE SIDES	REQUEST	Vendor		
16VAN	16FT ENCLOSED VAN BODY WITH ROLL UP DOOR AND HARDWOOD FLOOR	REQUEST	Vendor		
24VAN	24 FT ENCLOSED VAN BODY WITH ROLL UP DOOR AND HARDWOOD FLOOR	REQUEST	Vendor		
12FT STL DMP	12FT STEEL DUMP BODY WITH 12" FOLD DOWN SIDES	REQUEST	Vendor		
14FT STL DMP	14FT STEEL DUMP WITH 14" SIDES	REQUEST	Vendor		
16FT STL DMP	16FT STEEL DUMP WITH 14" SIDES	REQUEST	Vendor		
16FT CHIPPER DUMP	16FT CHIPPER DUMP WITH 7FT SIDES AND 6 TON CAPACITY HOIST	REQUEST	Vendor		
RLOADER BODY 8YD	8YD LOADMASTER REAR LOADER	REQUEST	Vendor		
RLOADER BODY 13YD	13YD HEIL CARAHEE REAR LOADER	REQUEST	Vendor		
CONTAINER HANDLER	8,000 LB. ROTATOR 360 CONTAINER HANDLER	REQUEST	Vendor		
20FTREEF	20FT INSULATED BODY WITH THERMO KING REFRIGERATION UNIT	REQUEST	Vendor		
AIR BRAKE PACKAGE	ADD CONNECTIONS FOR AIR BRAKE TRAILER NOT FOR 5TH WHEEL USE	REQUEST	Vendor		

Quotation

Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Page	1 of 2
Quotation ID	QO0030753
Date	10/01/2024
Expiration date	05/22/2024
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department
Pricing provided as outlined in Brevard County Contract 6403
Price is reflective of Harris Price increase effective April 2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	50.00	3,815.00	28%	2,746.80	137,340.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	50.00	0.01	0%	0.01	0.50
XT-PL4F	FEATURE, PHASE 2 TDMA	50.00	275.00	28%	198.00	9,900.00
XT-PL5K	FEATURE P25 OTAP PROFILE	50.00	395.00	28%	284.40	14,220.00
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	50.00	785.00	28%	565.20	28,260.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	50.00	0.01	0%	0.01	0.50
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	50.00	2,500.00	28%	1,800.00	90,000.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	50.00	495.00	28%	356.40	17,820.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	50.00	105.00	28%	75.60	3,780.00
XT-CP6A	CONTROL UNIT, XL-CH	50.00	1,850.00	28%	1,332.00	66,600.00
XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	50.00	80.00	28%	57.60	2,880.00
XT-AN8D	ANTENNA, ELEMENT, 700/800 3DB	50.00	100.00	28%	72.00	3,600.00
	Programming	50.00	44.00	0%	44.00	2,200.00
	Shipping	1.00	815.00	0%	815.00	815.00

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID QO0030753
Date 10/01/2024
Expiration date 05/22/2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	Install Rear Mount Standard Vehicle	50.00	470.00	0%	470.00	23,500.00
	Remove Rear Mount Standard Vehicle	50.00	94.00	0%	94.00	4,700.00

Pre-tax Total $405,616.00

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Quotation

Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Page	1 of 2
Quotation ID	QO0030268
Date	10/01/2024
Expiration date	10/31/2024
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department
Pricing provided as outlined in Brevard County Contract 6403

Price is reflective of Harris Price increase effective April 2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	29.00	2,500.00	28%	1,800.00	52,200.00
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	29.00	395.00	28%	284.40	8,247.60
XS-PL8T	FEATURE, LTE	29.00	1,350.00	28%	972.00	28,188.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	29.00	0.01	0%	0.01	0.29
XS-PL4F	Feature, P25 Phase 2 TDMA	29.00	275.00	28%	198.00	5,742.00
XS-PL8Y	Feature, Encryption Lite	29.00	0.01	0%	0.01	0.29
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	29.00	785.00	28%	565.20	16,390.80
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	29.00	2,500.00	28%	1,800.00	52,200.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	29.00	0.01	0%	0.01	0.29
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	58.00	195.00	28%	140.40	8,143.20
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	29.00	45.00	28%	32.40	939.60
XS-AE4B	SPEAKER MICROPHONE,EMER BUTTON	29.00	255.00	28%	183.60	5,324.40
XS-HC3L	BELT CLIP,METAL	29.00	30.00	28%	21.60	626.40
XS-CH6F	CHARGER, SINGLE BAY +	29.00	250.00	28%	180.00	5,220.00

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Quotation

Quotation ID QO0030268
Date 10/01/2024
Expiration date 10/31/2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
BM-PKGCL-XL	APP, BEON XL-200P/XL-185	29.00	365.00	28%	262.80	7,621.20
	Programming	29.00	44.00	0%	44.00	1,276.00
	Shipping	1.00	547.00	0%	547.00	547.00

Pre-tax Total $192,667.07

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

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Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	Quote 59524-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
11/13/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/13/2024

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL CONTRACT # 2024 091521-NAF & 060920-NAF

www.NationalAutoFleetGroup.com

MODEL K7D 200A — **MSRP** $41,220.00

2025 FORD EXPLORER RWD ACTIVE

CUSTOMER ID

NJPA PRICE $38,766.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
8H	Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs	$0.00
99H	Engine: 2.3L EcoBoost I-4	$0.00
44T	Transmission: 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
200A	Equipment Group 200A Standard Package	$0.00
PW PL	Power Windows & Locks (Incl)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
RSS	FACTORY REVERSE SENSORS STANDARD.	$0.00
BT	BLUE TOOTH (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
WTF SUV 3	Weather Tech floor liner system (1st & 2nd rows plus cargo area).	$415.00
3K SMART	3rd key and remote for vehicles with proximity access.	$335.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. ****(CLEAR LEDS)	$760.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$335.00
	CONTRACT OPTIONS	**$1,890.00**

TRADE IN

TOTAL COST **$40,656.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$40,656.00**

Estimated Annual payments for 60 months paid in advance: $9,347.65
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

MOTOROLA SOLUTIONS

Proposal

City of Cocoa, FL

Mach Alert for Three Fire Stations

September 13, 2024

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Motorola Solutions, Inc.
500 West Monroe St, Ste 4400
Chicago, IL 60661

September 13, 2024

Jonathan Lamm, Fire Chief
City of Cocoa Fire
1740 Dixon Blvd.
Cocoa, FL 32922

Subject: Mach Alert Fire Stations Alerting

Dear Chief Lamm,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of Cocoa with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides:

- AIC Controller at Dispatch Location
- Three Mach Alert station controllers at the three fire station locations
- Five Mach Alert turn out timers at designated locations
- Ten Incident Display Boards at designated locations

This proposal consists of this cover letter, description of offering, and Motorola Solutions City Agreement or other relevant contract together with its Exhibits. This proposal shall remain valid for 60 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order. Any questions may be directed to your Motorola Account Executive, Melissa Cavallo, Senior Account Manager, at (772) 663-2994.

We thank you for the opportunity to furnish the City of Cocoa with “best in class” solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Rob Richardson
Area Sales Manager, North FL

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Section 1

System Description

1.1 Overview

The *Mach Alert* Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory.

The *Mach Alert* FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The *Mach Alert* FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Figure 1-1: Motorola ACE3600 Remote Terminal Unit

The *Mach Alert* FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. *Mach Alert* provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, *Mach Alert* FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the *Mach Alert* System and its associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s) and zones required for the alert.

State Of The Art Fire Station Alerting - Mach Alert Text-to-Speech (TTS) Option

In addition to classic fire station alerting functionality, *Mach Alert* also offers optional state of the art Text-to-Speech options to even further automate the alerting process and thereby expediting the dispatching process. *Mach Alert* provides for two different TTS options. (Please note that TTS is ideally

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suited with CAD operation, however without CAD, TTS can still be implemented because the *Mach Alert* thin client supports “operator text entry”.)

- TTS in the fire stations. This is the Classic *Mach Alert* TTS method. An IP link between the Dispatch Centers and the stations is required for this method of TTS. The text string received from CAD is converted to an audio file by the *Mach Alert* Server software and sent via Ethernet IP to the station or stations selected. It is then triggered by the *Mach Alert* software to be played in the station or stations. This method is most appropriate for large, manned, fire station systems that require multiple stations to be alerted in rapid succession. Please note that the TTS audio will not be heard on subscriber units (i.e. radios) in the field, it will only be played in the fire stations themselves.
- API for TTS Over-the-Air (OTA). This is a very sophisticated method of TTS. An API (Application Program Interface) is utilized to control the radio (and pager) resources so that the TTS audio is sent to specific subscriber units in the system. An API is available for both the MCC7500 and Gold Elite consoles. Please note that one Dispatch Console will be required for each Area for the implementation of the API and control of the radio (and pager) resources. This method is most appropriate for large, complex, multi-agency systems that contain both manned and unmanned (e.g. volunteer) stations. The audio is heard in the specific fire stations as well as on the specific subscriber units (i.e. radios) associated with that specific radio talk group/channel.

All TTS options use a life-like synthetic voice engine to produce human-quality audio output. *Mach Alert* includes a lexicon tool to fine-tune individual pronunciations and configure custom abbreviation and acronym rules for the voice engine. Multiple lexicons may be implemented for multi-agency or multi-PSAP systems where each agency requires their own custom pronunciation rules

Hardened Systems – Information Assurance

To comply with Federal Government regulations for hardened systems, Information Assurance (IA) is required. *Mach Alert* meets these stringent regulations as follows:

- *Mach Alert* complies with multiple federal agencies’ Information Assurance (IA) policies including those required for military bases.
- *Mach Alert* is tested and validated against the Motorola MotoPatch CD every month to ensure that all *Mach Alert* systems can be patched to the high standards set by Motorola.

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality presented in the ensuing sections. Available options to enhance the basic system are also provided.

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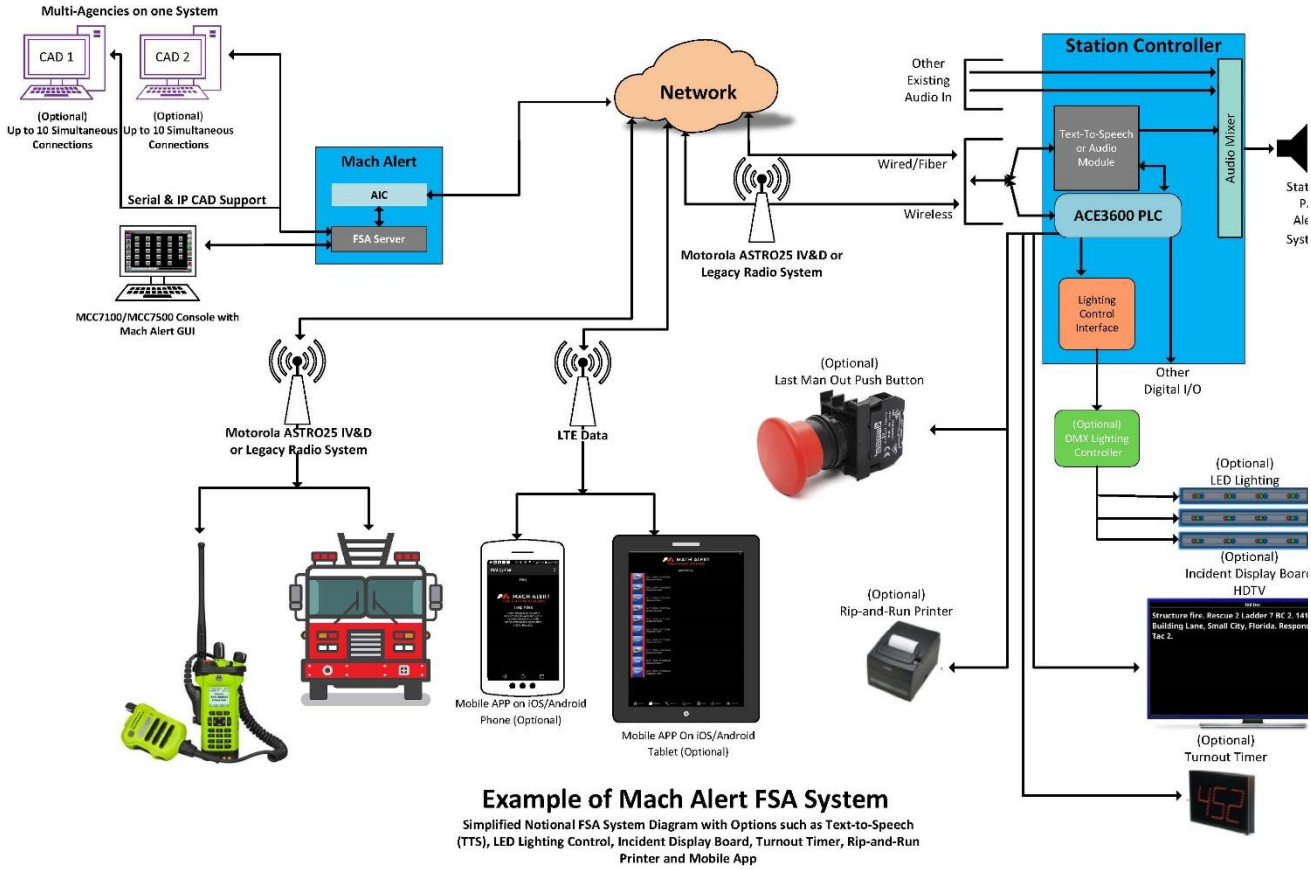


Figure 1-2: Mach Alert FSA System Example

Mach Alert Dispatch Center Hardware

The *Mach Alert* Dispatch Center hardware consists of the *Mach Alert* FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The *Mach Alert* FSA Server hosts the primary *Mach Alert* software and provides a Graphical User Interface (GUI) to the fire station alerting system. The *Mach Alert* GUI is accessed using browser thin clients that normally cohabitate on the Motorola Dispatch Consoles but may also be located on separate dispatch operator terminals if required. The server also manages dispatch operator manual station alerting, automated optional text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the City IP network for alerting over that network.
- The *Mach Alert* AIC is the fire station alerting interface to the Motorola Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the *Mach Alert* Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

The FSA Server and AIC also each contain an optional interface to the City CAD System if there is one present in the overall system design. The FSA Server is normally mounted in the equipment rack with

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the AIC, although an alternate desktop version is also available. The following diagram shows a typical arrangement of the Dispatch Center hardware.

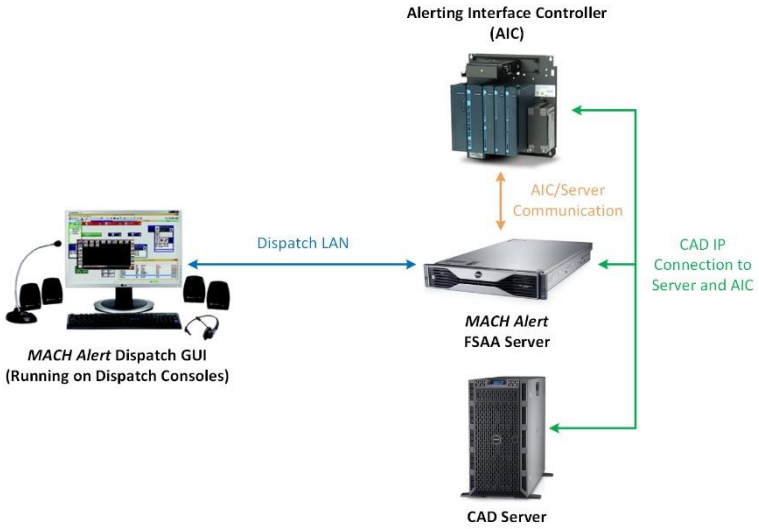


Figure 1-3: *Mach Alert* FSA Typical Dispatch Center Hardware

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19” equipment rack. This equipment is usually located at the Dispatch Center.

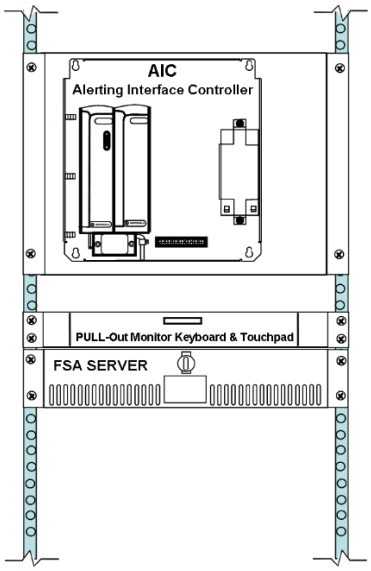


Figure 1-4: Mach Alert FSA Server and AIC

Mach Alert Dispatching Functionality

The alerting process may be either a fully automated process driven by a Computer Automated Dispatch (CAD) System integrated to the *Mach Alert* System or alternatively may be a manual process in which the *Mach Alert* System is utilized to manually alert the fire stations. The *Mach Alert* System also provides the means of manual dispatching if there is CAD in the system, but it is unavailable due to maintenance or failure.

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1.2 CAD as the Primary Means of Initiating Alerts

If CAD is the primary means of initiating the alerts, the fire station alerting information from CAD is passed to the FSA Server and AIC. The FSA Server processes the information and sends the alerting data over the IP network to the *Mach Alert* Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Motorola Radio System and the IP network. The FSA Server and AIC are in constant communications, and if the FSA Server is offline, the AIC will automatically send the alerting information over both the IP network and the radio network.

1.3 Mach Alert as the Primary Means of Initiating Alerts

If there is no CAD in the system design, or if CAD is offline, *Mach Alert* provides the primary means of initiating the alerts to the fire stations. The dispatch operator, utilizing a thin browser client, accesses the *Mach Alert* GUI located on the FSA Server for the purpose of alerting the stations. The dispatch operator chooses the incident type, selects the fire stations to be alerted, and presses a button on the screen to initiate the alert. The FSA sends the alerting data over the IP network to the *Mach Alert* Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Motorola Radio System and the IP network.

1.4 Mach Alert Large System Support

While *Mach Alert* easily supports small and medium-size fire departments, it also has the flexibility to support the largest of fire station systems. Several of the large system support features are as follows:

- A *Mach Alert* Enterprise Edition is available that utilizes multiple *Mach Alert* Systems as one system.
- Built-in support for up to 127 fires stations per *Mach Alert* System.
- Support for up to 10 simultaneous IP-based CAD Systems per *Mach Alert* System.
- Depending on the needs of the specific fire department, *Mach Alert* can by segmented to support up to 20 distinct agencies or counties per *Mach Alert* System.
- *Mach Alert* supports up to 60 simultaneous dispatch operator positions per distinct agency.

Mach Alert Redundant Dispatch Center Hardware

To provide redundancy for the Dispatch Center Hardware, *Mach Alert* offers a Secondary *Mach Alert* Server and Secondary AIC. As long as there is sufficient Ethernet connectivity, these items may be installed at a Secondary Dispatch Center to provide geographical redundancy in the instance that the Primary Dispatch Center must be evacuated or has a major shutdown. The *Mach Alert* Primary FSA Server and Primary AIC are constantly synchronized with the Secondary FSA Server and Secondary AIC. The *Mach Alert* System provides for seamless switching between the primary and secondary hardware should the primary hardware be offline. This occurs automatically and requires no human intervention. If there is no CAD in the system design, the Secondary FSA Server and Secondary AIC are required to avoid a single point of failure at the Dispatch Center and thus be NFPA 1221 compliant.

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CAD System Support and MFD-P

If CAD is present in the system design, it is interfaced with the FSA Server and AIC utilizing either an IP connection or serial connection. The interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P) which is a bi-directional protocol between the CAD Server and the *Mach Alert* hardware. This protocol was design by Motorola exclusively for the fire station alerting market. The *Mach Alert* System utilizes MFD-P to receive the alerting information from the CAD Server and also provides acknowledgments back to the CAD Server to verify that the information has been correctly received. Health checks are also constantly employed to verify the health of the connection between the CAD Server and the *Mach Alert* System and the dispatch operator is notified if this automated alerting mechanism becomes unavailable so that the operator knows to switch to manual alerting of the stations using the *Mach Alert* GUI until this connection is re-established. The MFD-P API is much superior to the elementary method of monitoring the CAD data stream. To assist the CAD developer in their integration of the MFD-P API, Interface Control Documents (ICDs) are provided as well as full technical support from the Mach Alert engineering team.

Mach Alert CAD System Support Testing Laboratory

To streamline the CAD integration process, *Mach Alert* has implemented the *Mach Alert* Test Laboratory located in Tampa, Florida for just this purpose. The *Mach Alert* Test Laboratory consists of two FSSA Servers and two AICs representing a primary and secondary dispatch center. The lab also has hardware for 25 Station Controllers with all optional *Mach Alert* features representing twenty-five fire stations all integrated as one fully functional *Mach Alert* FSA System. The CAD Vendor can create a Virtual Private Network (VPN) connection to the FSA Test Servers for the testing of their side of the API. This process is monitored and logged to provide feedback to the CAD Vendor. The formation of this *Mach Alert* Test Laboratory has proven to streamline the development of the CAD Vendor's API significantly and allows full testing of their interface to the *Mach Alert* system before ever stepping foot on-site at the City's location. This significantly reduces the on-site time required, or interruption in service, for the development and testing of this CAD interface. The *Mach Alert* Test Laboratory has proven to reduce the system downtime time and significantly minimized the stress of the cut-over and go-live day for all dispatchers and technical personnel.

Mach Alert Graphical User Interface (GUI) Functionality

If CAD is present in the system design, it serves as the primary means of alerting the fire stations through the *Mach Alert* System. *Mach Alert* contains a CAD Monitor window to allow the dispatch operator to view the alerting information received from CAD. The *Mach Alert* CAD Monitor also displays the open PA time representing the time the operator can speak and be heard in the corresponding fire station's PA system during an alert.

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The *Mach Alert* CAD Monitor window screen is shown in the following figure:



Figure 1-5: Mach Alert CAD Monitor Window

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Mach Alert Manual or Backup Alerting

The *Mach Alert* Manual Dispatch screen is shown in the following figure:



Figure 1-6: Manual Dispatch Graphical User Interface (GUI)

The Manual Station Alerting Screen is used to alert the fire stations when the CAD system is unavailable or if there is no CAD in the system. The Station Alerting Screen permits dispatch operators to quickly identify and select the type of incident and the station(s) to be alerted. Operators then select one or any combination of stations to be alerted. Multi-station select buttons may be pre-configured so the dispatch operator can instantly select groups of stations on the *Mach Alert* Dispatch Screen GUI. When the operator selects the station(s) to be alerted, a “Select” bar appears next to the selected station icons. All other operator positions will see a “Busy” bar next to the selected station icons indicating those stations are currently being alerted. The operator then selects the “Send” icon and the alert is sent to the selected station(s).

A green “ACK” bar next to the Station Icon is displayed when the Station Controller acknowledges the alert. If the alert does not successfully go through to the selected fire station(s), an “Alert Fail” alarm is illuminated at the dispatch operator position that initiated the alert and the station(s) that did not acknowledge the alert will display a red “NACK”. After a station alert has been sent and the toning is complete, the “PA Indicator” icon changes to green informing the operator the live voice announcement can begin. Multiple operator positions can also alert fire stations at the same time (concurrent dispatches). The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

The *Mach Alert* GUI provides positive acknowledgment (ACK) of alerts received by the fire stations. It also indicates the Public Address (PA) system status at each of the fire stations by utilizing an audio sensing device to confirm that the alert is being heard in the fire station. The GUI also indicates to the dispatch operator the remaining time to talk before the Station Controller (SC) in the fire station is automatically reset in preparation to receive the next alert event.

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Mach Alert Browser Viewing

The *Mach Alert* System software is installed on the *Mach Alert* FSA Server and the *Mach Alert* GUI can be viewed on the existing radio consoles, CAD workstations, or any PC with network access to the FSA Server and an Internet Explorer Browser. This integrated approach will allow each dispatch operator position to have control over the fire alerting process without CAD input. Additional workstations, monitors, and keyboards are not needed at the dispatch operator positions that would take up valuable desktop space at the dispatch positions. No GUI software is loaded on the PCs accessing the FSA Server. The browser will call and load an ActiveX client on the PC during the initial system setup. Nothing needs to be pre-loaded.

Concurrent Dispatch Positions

The *Mach Alert* FSA system can alert multiple fire stations from multiple dispatch positions. This provides for notifications (alerts) to be generated in very rapid succession, eliminating call (alert) stacking. Dispatch operator position client licenses (concurrent licenses) permit operators to log in from any console position so that multiple operator positions can be logged into the FSA system at the same time. Licenses do not have to be purchased for every operator position, only the maximum number of positions that will require concurrent operation.

The *Mach Alert* Server acts as a browser server that interfaces with the radio consoles via IP connectivity. No GUI software programs are loaded on the radio console server or console workstations. Remote access to the thin-client GUI screens on the server is via a web client from the console screen (Internet Explorer). The client software is a “concurrent license” which means any dispatch position or laptop with the proper access rights and security credentials can log into the server and have access to the GUI screens and the alerting process, depending on the number of available concurrent licenses. This provides the ability for any operator position to log into the system and alert the stations, or multiple operator positions to alert different stations at the same time. The system meets NFPA 1221 recommendations.

Event Logging

Upon every alert, the alerting data is logged, time-stamped, date-stamped, tracked, and stored in the FSA Server database for future reference and printing. The *Mach Alert* System records and displays error and failure information for the dispatch staff. The information presented is clear and concise in order to detail important information that the dispatch operator needs to know. A detailed log shows all operator and system actions in a clearly shown sequence of events.

Mach Alert Event and Status Screens

The *Mach Alert* Event and Status screens display easily identifiable icons at each of the dispatch positions. Included in the *Mach Alert* GUI and the Event Log Screen (includes real-time system alarms and events and a historical database), multiple system Configuration Screens, the Communications Status Screen (includes real-time status of the radio and IP communications links, main power status, and SC backup battery status), the Outdoor Speaker Control (Night-Mode) Screen, and the Report Generation Screen.

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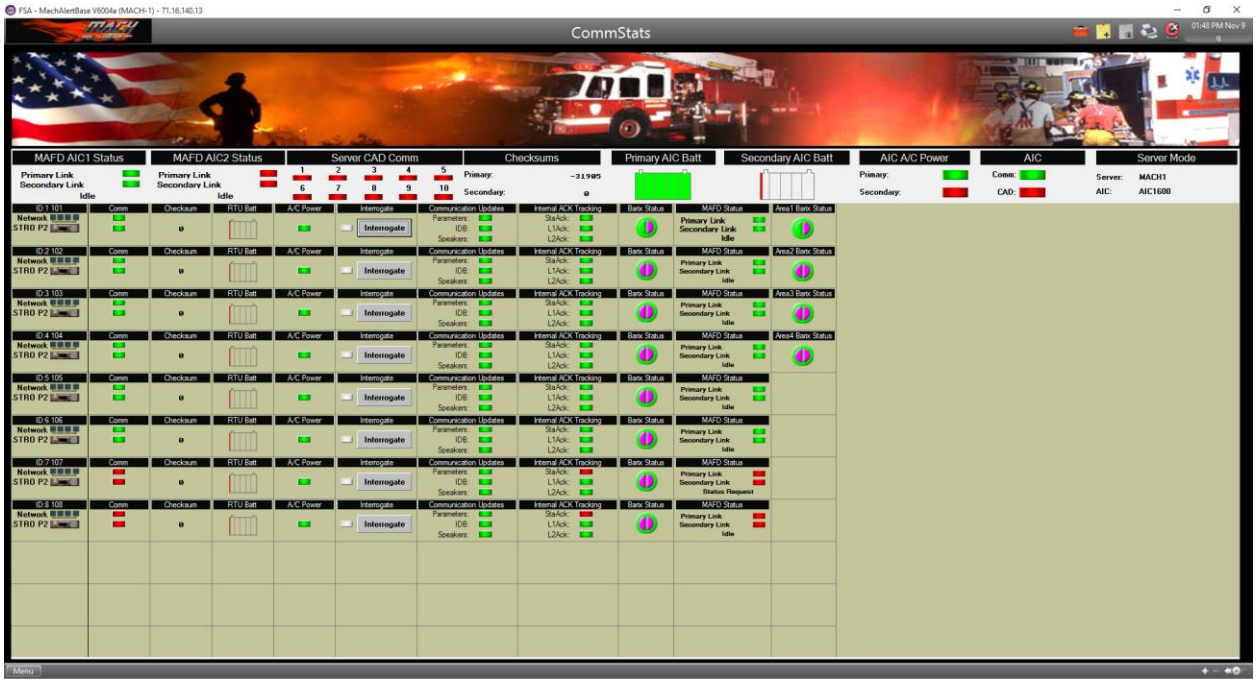


Figure 1-7: Communication Link Status

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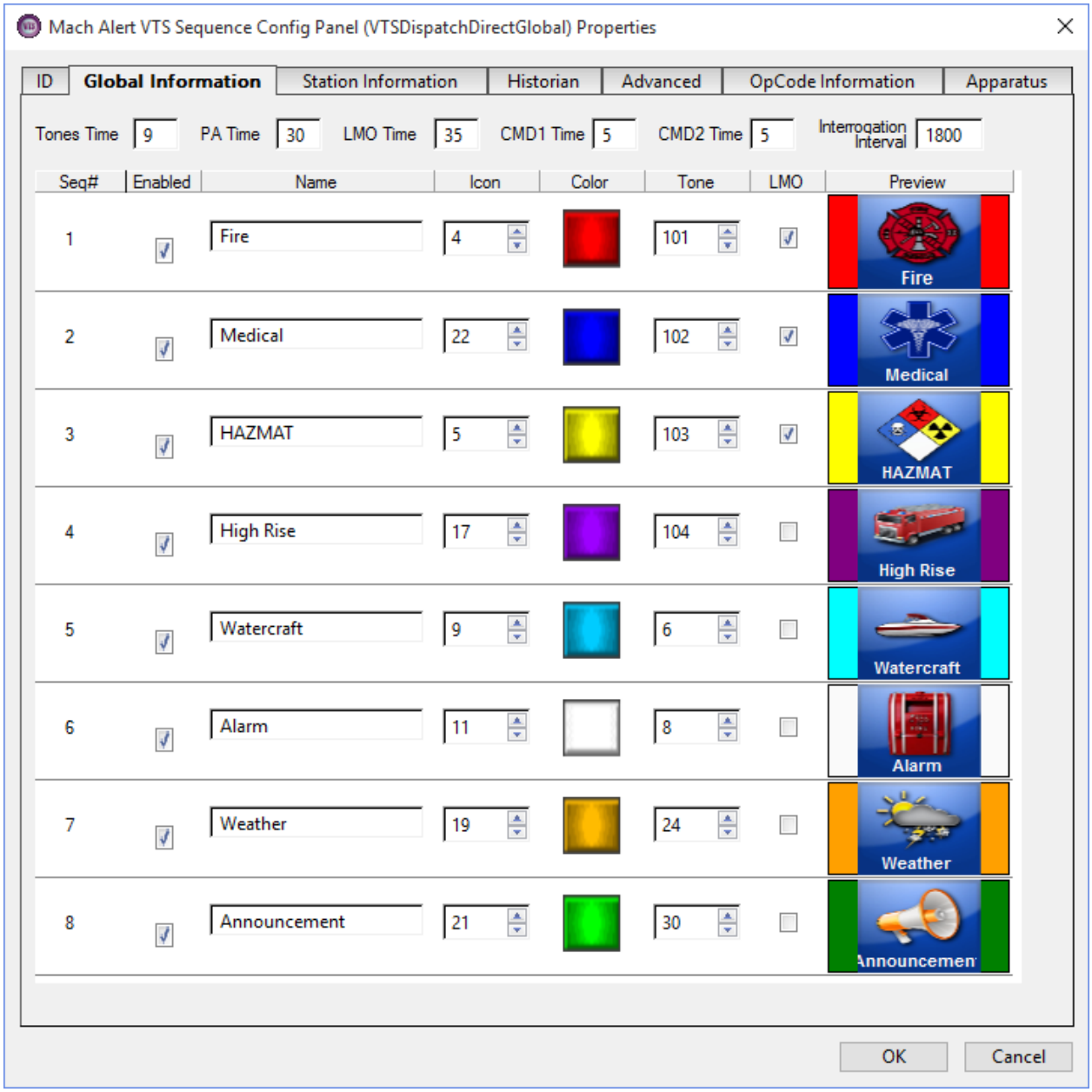


Figure 1-8: Configuration Screen Example

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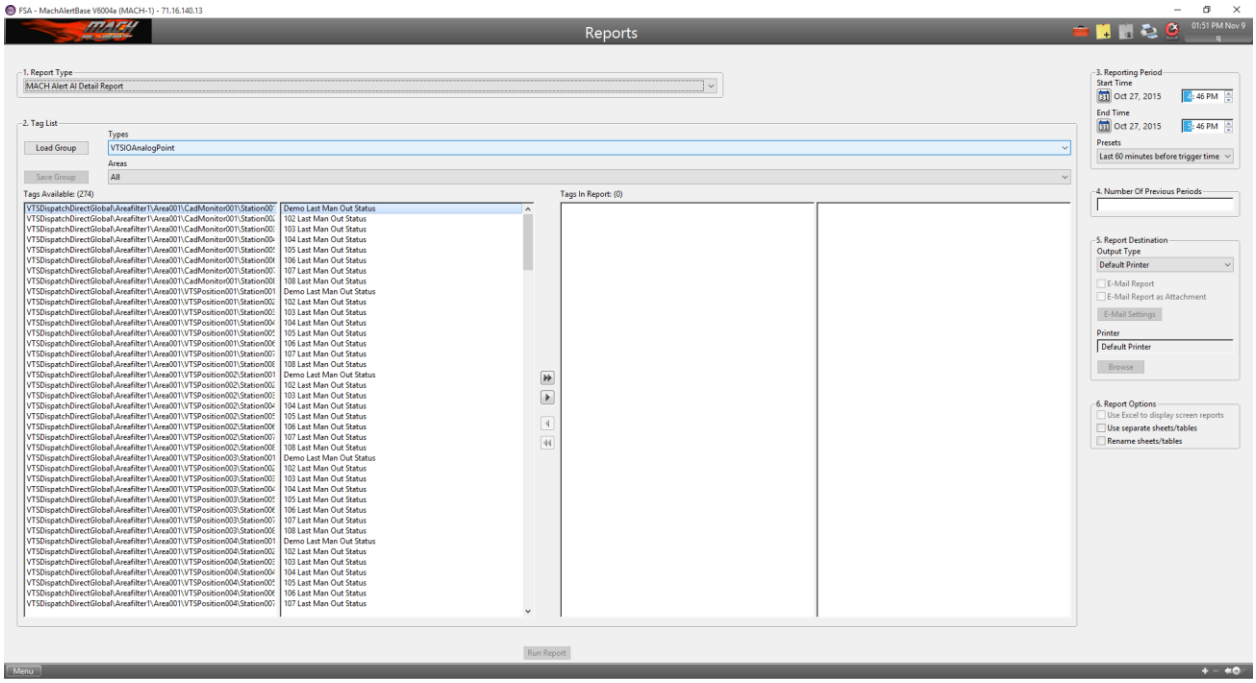


Figure 1-9: Event Report

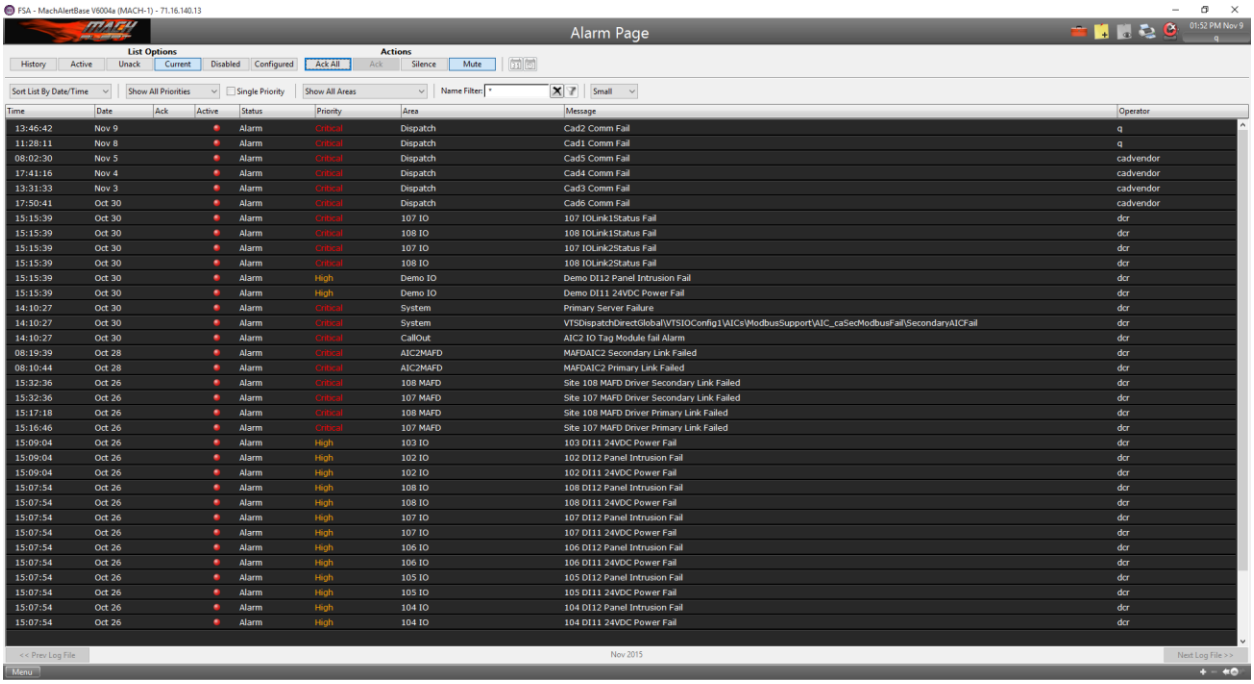


Figure 1-10: Alarm Page

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Outdoor Speaker Control

The FSA system provides a feature allowing control of outdoor speakers at each station. The outdoor speakers can be configured from the FSA Server. This feature allows authorized personnel to make the following adjustments:

- Turn on or off individual outdoor speakers.
- Set up individual outdoor speakers or group of speakers on a timer. Time On and Time Off settings will automatically turn on/off the speakers at any time during the day or night. Easily adjustable.
- The Outdoor Speaker Control Screen also permits authorized personnel to have control of the station audio. For example, settings are provided to allow the main fire dispatch audio to always be played through the station speakers (“Day Mode”), or dispatch audio only if the station(s) is alerted (“Night Mode”).

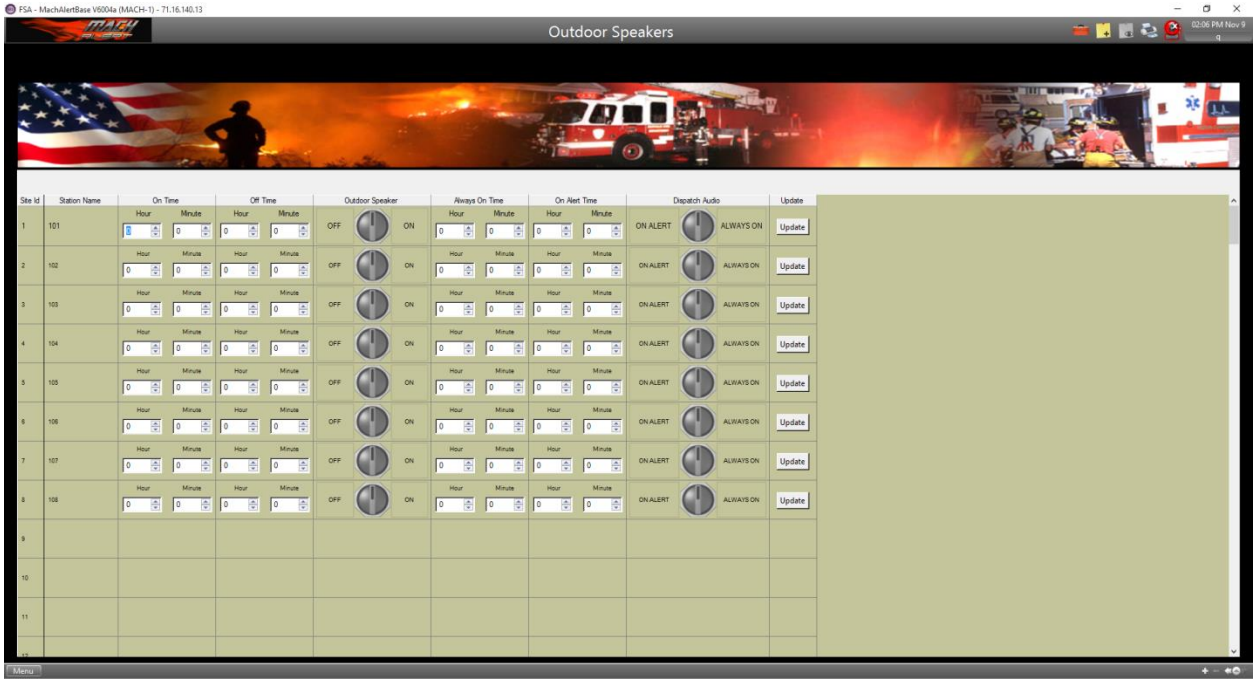


Figure 1-11: Outdoor Speakers Control Screen

Remote System Access

The *Mach Alert* FSA system provides remote system access. The same system alerting capabilities, as described above, are available on any PC or laptop that has a network connection (wired or wireless) to the FSA Server, proper security access rights, and proper password. If the Dispatch Center is evacuated, and the FSA Server/LAN are operational, fire station alerting can be accomplished from a remote location. Client licenses are required for remote system access.

Remote access can be used for emergency station alerting from remote locations, command vehicle dispatching, system diagnostics from remote locations, system maintenance, system configuration changes, software updates, or system monitoring by Fire Administration or IT personnel.

This feature provides backup fire station alerting if the Communications Center(s) is evacuated. Emergency fire station alerting dispatch can be directed from a mobile command vehicle or a

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secondary Communications Center established at a remote location. Any location with IP connectivity to the FSA Server can operate as a secondary station alerting Dispatch Center. The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

System Health Monitoring

The *Mach Alert* System conducts automated "health checks". The FSA Server is configured to look for an "ACK" from each Station Controller (SC) periodically. Any status changes at the fire stations are transmitted when the change occurs. This reporting by "exception" utilizes less FSA system and communication link resources than a polling scheme to all fire stations. Periodically the FSA Server also polls the CAD server for a "heartbeat" confirmation. If there is a communication issue with any SC or the CAD server, an alarm notification is displayed in the "Alarm Window" on the Station Alerting Screen at all operator positions identifying the specific alarm. Also, these alarms can be sent to email addresses. The Communications Status Screen and the Event Log Screen will display the alarm conditions in more detail. All alarm and event information is time and date stamped, logged into the system, and stored in the FSA Server for future reference. Any SC may be manually interrogated from the Communications Status screen. The system meets NFPA 1221 recommendations.

Alarm Notifications

The *Mach Alert* system can detect internal and external failures and alarm conditions that affect system performance or station safety. These Alarm Notifications are displayed on all dispatch operator Station Alerting Screens and Event Log Screens. The system can also automatically send emails, utilizing the City's mail server, to designate personnel (user-configurable) if an alarm occurs. Typical alarms include, but are not limited to, the following:

- AIC or SC failure.
- A specific module failure in the AIC or SC.
- Failure of CAD communication with the AIC or FSA Server.
- Failure of any communication link with the identification of the failed link.
- Failure to alert a station or stations.
- AC power failure to the AIC or SCs.
- General alarm notifications (monitoring intrusion alarm panels, emergency doorbells, etc.).

These notifications will occur even if the CAD is not in the system design or is not operational. The AIC and SCs are self-monitoring and will report a failure of their modular components. "AC Power Failure" alarm notifications will be sent if the main power is lost and the AIC or any SC reverts to its battery backup. The Station Alerting Screen has an alarm window at the bottom of the screen that provides the dispatch operator a real-time alarm display. The AIC and SC battery status and battery life can also be monitored on the Communications Status Screen. The system meets NFPA 1221 recommendations including "Monitoring for Integrity".

System Acknowledgments and Logging

The dispatch operator receives a positive "Acknowledgment" ("ACK") indicator on the dispatch screen when the fire station SC receives the alert command. The ACK will be sent back over both communications links. This information is logged and stored in the FSA Server's historical database. The system meets NFPA 1221 recommendations.

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Mach Alert GUI System Security

The *Mach Alert* System supports multiple levels of login authorization to limit operator actions for advanced features such as the configuration of station devices and output functions. System security is configured during system setup and is tailored to the needs and requirements of the City. By default, the FSA Server supports Secure Socket Layer (SSL) encryption of remote connections, e.g. connections between the FSA Server and the dispatch consoles running the *Mach Alert* Dispatch Screen GUI.

Mach Alert Zone-Based Alerting

Mach Alert also supports zone-based alerting schemes, emulating the sequence of alerting operations featured in Motorola's FSA3000 and FSA4000 fire station alerting systems. With *Mach Alert's* zone-based alerting, each audio zone at a fire station can be assigned a specific tone in addition to, or in lieu of, the incident type tone.

Mach Alert Apparatus Alerting

Mach Alert offers optional alerting by apparatus type. *Mach Alert* Apparatus Alerting provides for the following features:

- Enables the ability to select apparatus items on the manual alerting interface, receive apparatus requests from CAD when the CAD interface is used, and plays a different tone at the station for each apparatus selected in the alert.
- Allows dispatch operators to contact specific areas of a station with unique tones associated with a specific apparatus as well as zoning support to send audio to a single area of the station where the fire station personnel associated with that item are located.

FSA System Transport Functionality

This section addresses the *Mach Alert* functionality over the various possible transport media. *Mach Alert* supports numerous Motorola Radio Systems in addition to IP networks.

1.5 IP Network Support

In addition to alerting over the Motorola Radio System, *Mach Alert* also supports Ethernet IP Networks utilizing City enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met in order to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

1.6 Alerting Over Redundant Communication Links

The *Mach Alert* FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a "high-availability" fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the *Mach Alert* FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This assures the alert data will reach each fire station controller selected to be

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alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the *Mach Alert* System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment ("ACK") back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note that two data links are required for NFPA1221 Compliancy.

1.7 Data Integrity

The *Mach Alert* FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

1.8 Dispatch Operator Voice Announcements

The dispatch operator voice announcements are sent on a separate and independent radio talk group/channel. The same Motorola Radio Systems that are supported for alerting is also supported for voice announcements.

1.9 Mach Alert Fire Station Hardware

The following sections detail the *Mach Alert* Hardware that is available for installation in the fire stations.

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1.9.1 Mach Alert Station Controller

The *Mach Alert* Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blacks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

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Below is a mechanical design view of the *Mach Alert* Station Controller:

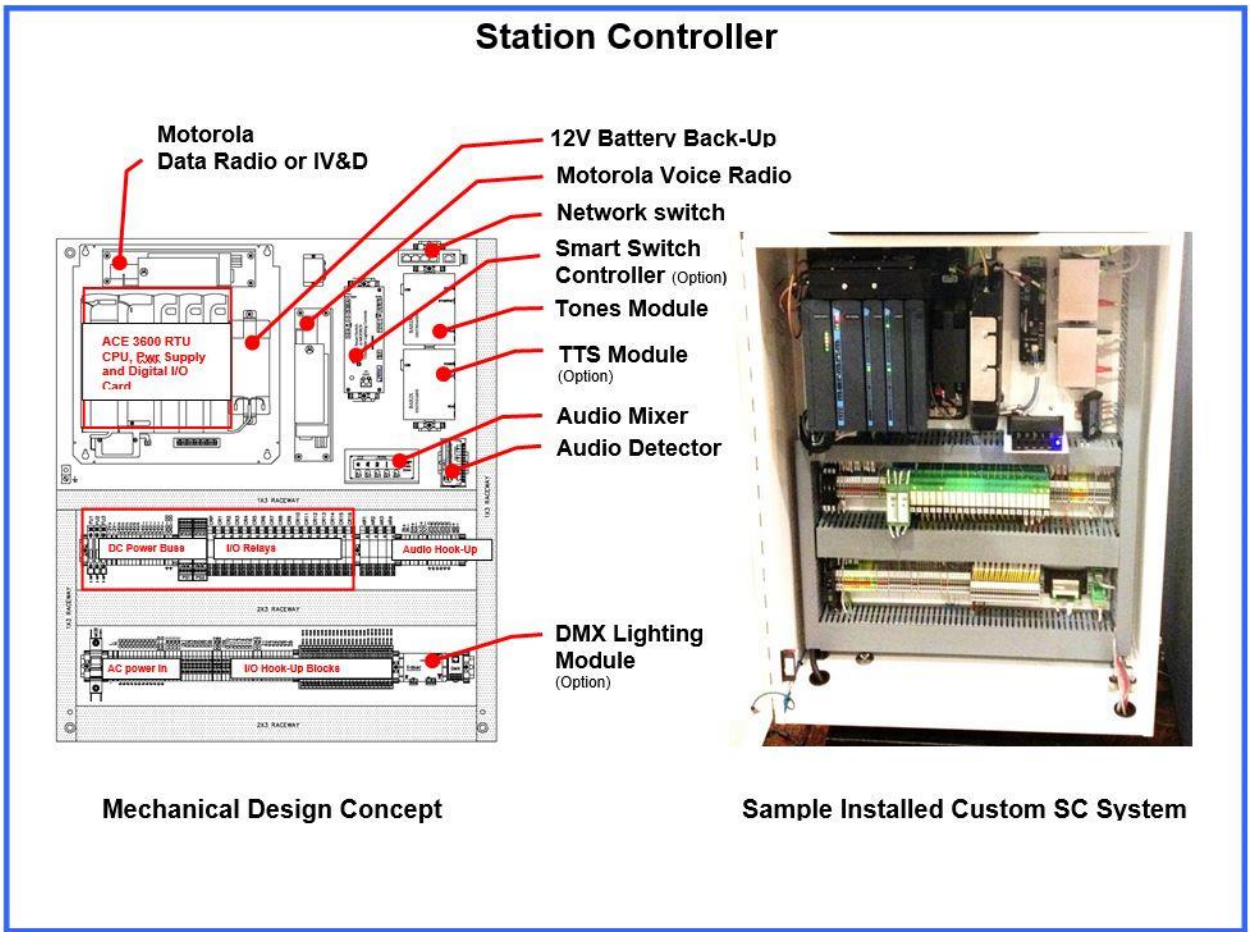


Figure 1-12: Mach Alert Station Controller

Station Audio Alerting

The *Mach Alert* Station Controller hardware and software automatically controls the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of *Mach Alert*.
- An optional Text-to-Speech (TTS) function can translate a CAD generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.

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- A TTS Over-the-Air (OTA) option is also available to provide the TTS announcement over the Motorola Radio System as opposed to over the IP network.

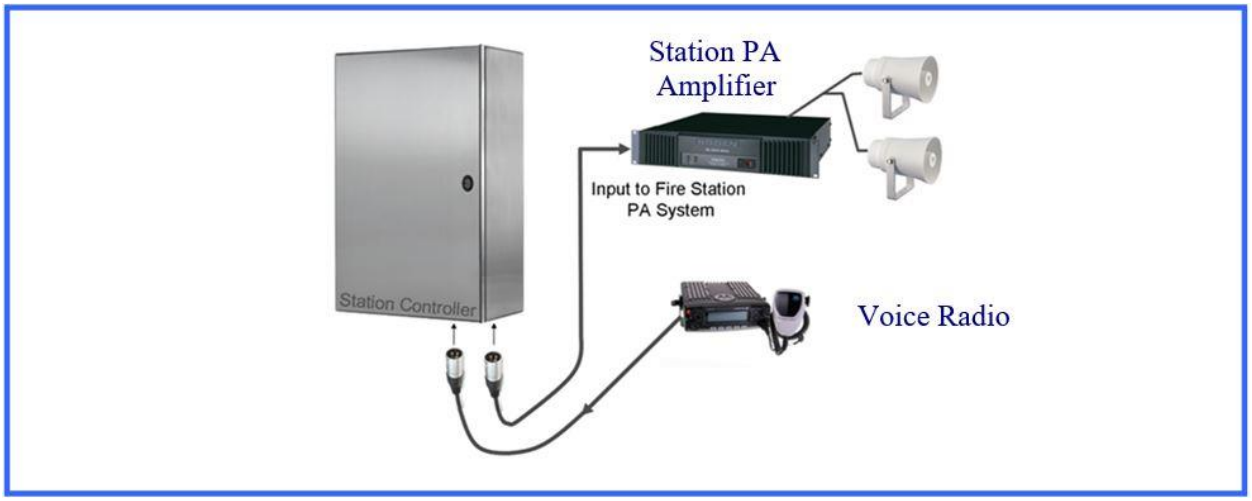


Figure 1-13: Mach Alert Station Audio

Optional System Features

Optional fire station auxiliary functions can be added to the *Mach Alert* FSA system to further enhance how a department responds to emergencies. Auxiliary functions may include, but are not limited to the following:

- *Mach Alert* Mobile App
- Incident Display Boards
- Zoned LED Lighting
- Turnout Timers
- “Rip-and-run” Thermal Printers
- LED Scrolling Message Boards
- Station Status Touchscreen
- Opening bay doors
- Manual acknowledgment to dispatch that the station was alerted
- Manual acknowledgment to dispatch that the first responder has exited the station
- Automating exhaust systems
- “Safe Zone” doorbells can be heard over the PA system
- Appliance shut-off (automatic upon alert or button push)
- Station audio and lighting zones
- Bunkroom zoning
- Monitoring station intrusion alarms
- Control of traffic signals
- Monitoring generators (on/off, failures)
- Status of appliances (on or off)

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- Status of fire station alerting equipment
- Weatherproof NEMA-4, NEMA-4X, or extra-large enclosure options

Station Zoning (Audio and Light Zones)

The *Mach Alert* FSA system supports the partitioning of fire stations into specific zones, each receiving specific types of alerts. The *Mach Alert* System can accommodate zone partitioning based on the individual needs of each fire station. It supports zoned alerting with ramped custom tones, ramped LED bunkroom lighting, apparatus bay and common area alert lighting, egress lighting, and automated outdoor speaker control (day/night modes). Also, as options, the *Mach Alert* System supports the control of fire station lights, Incident Display Boards, Turnout Timers, plus other custom features designed for a fire department's specific needs. The diagram below shows a typical *Mach Alert* Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.

LED Alert Lighting – Optional

The optional use of LED lighting strips for the FSA installation are for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

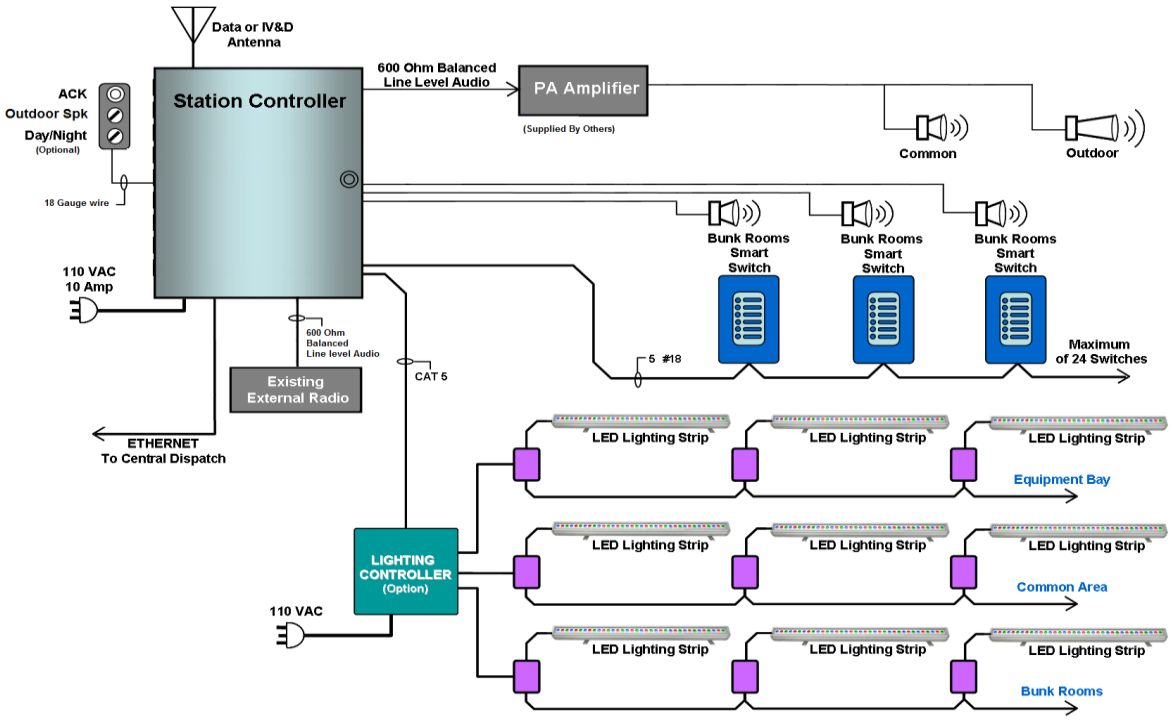


Figure 1-14: ???

The optional LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have a LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set

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to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white egress lighting.



Figure 1-15: Mach Alert LED Lighting Option

Dynamic Zone Selection Switches – Optional

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

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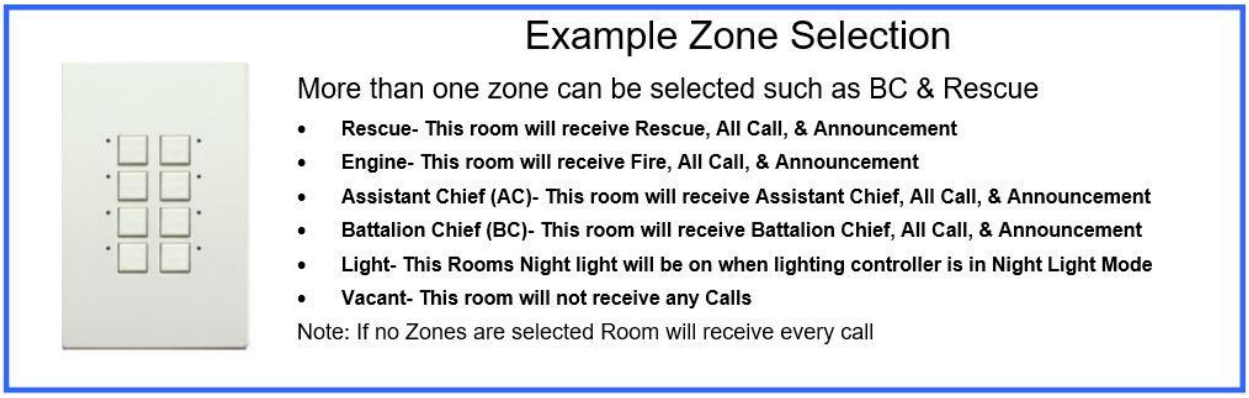


Figure 1-16: Mach Alert Zone Selector Switch

Incident Display Boards (IDBs) – Optional

IDBs can be provided for each fire station as an option. High Definition (HD) LED or LCD monitors can be provided and configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The count-down timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

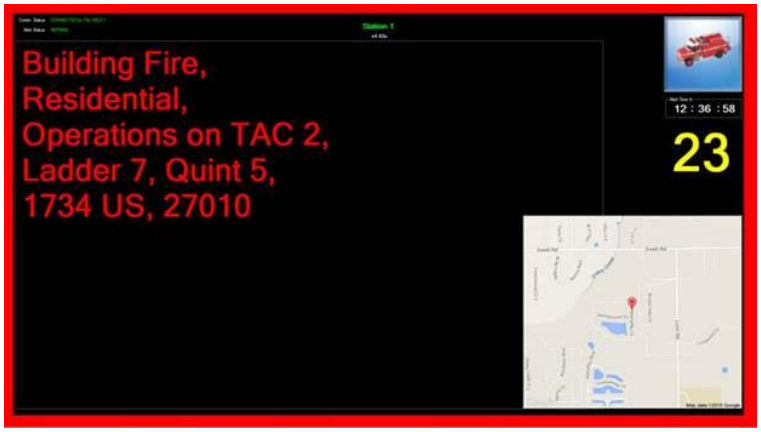


Figure 1-17: Mach Alert Incident Display Board

Turnout Timer (TOT) – Optional

The *Mach Alert* system can trigger an optional wall-mounted turnout timer when an alert is received. The TOT has configurable settings that allow for the adjustment of the countdown time interval. The countdown time is also configurable based on alert type and can be automatically reset upon the next alert or can be reset through an external (optional) pushbutton. The display is a 3-digit LED display that has a character viewing distance of 125 feet.

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Figure 1-18: Mach Alert Turnout Timer

"Rip-and-Run" Thermal Printers – Optional

Mach Alert offers optional "rip-and-run" thermal printers at each fire station. Upon alert, the Station Controller transmits alert information (sourced from CAD or manual entry) to the thermal printer, which prints a perforated slip of paper with the critical information from dispatch. *Mach Alert* also supports existing printers via a serial interface.



Figure 1-19: Mach Alert Rip-and-Run Printer

LED Scrolling Message Boards – Optional

Mach Alert supports LED scrolling message boards at the fire stations. These single-line, IP-enabled marquee boards are configured to display alert incident information based on data from CAD (or manual entry) upon alert.

Station Status Touchscreen - Optional

The *Mach Alert* Station Controller at each fire station can be linked to a local status touchscreen. From this screen, fire responders or IT personnel can review local system alarms and histories, initiate test alerts, or configure the screen to act as a "last man out" device.

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Mach Alert Mobile App – Optional

Each *Mach Alert* system can support a companion notification app for iOS and Android devices. The App includes a robust user and role management interface, enabling system administrators to create custom alert filters—allowing precise control over which users receive specific alerts. Upon each alert, the companion app notifies selected first responders on their devices, offering:

- Incident information (from CAD or manual entry) with text-to-speech
- Incident Mapping and directions
- Alert tones
- Turnout timer
- 24-hour alert history
- Manual user acknowledgment

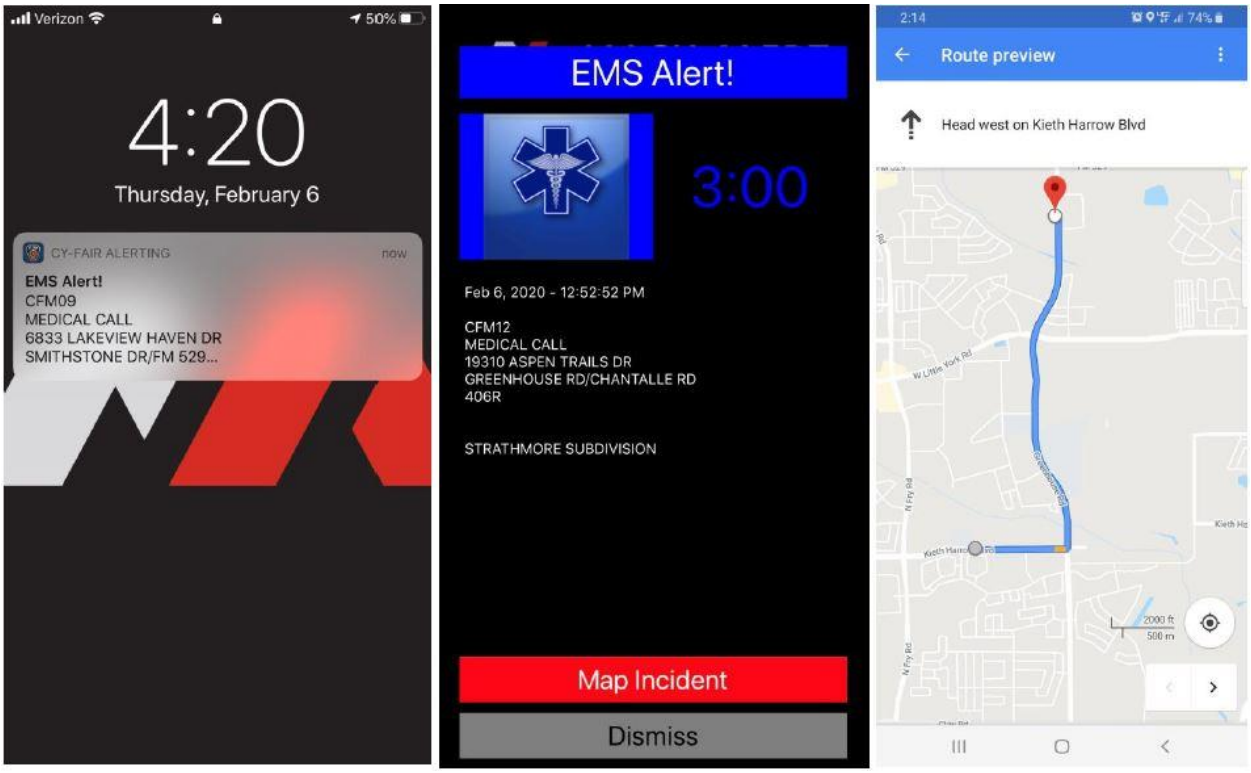


Figure 1-20: Mach Alert Mobile App

Standards and Compliancy

The *Mach Alert* System design incorporates hardware, software, and system configurations that meet and exceed Public Safety standards for fire station alerting, NFPA 1221, NFPA 1710, and Monitoring for Integrity. *Mach Alert* has been designed to aid Dispatch Centers in meeting ISO requirements. Some key compliancy points are as follows:

- NFPA 1221-compliant for Emergency Services Communication Systems
  - Redundant dispatch circuits supported
  - Independent backup power sources
  - Unique alarms

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  - Integrity monitoring
  - Redundant communications links supported
  - Designed to improve turnout times
  - Independent dispatch voice circuit
- NFPA 1710-compliant for Organization and Deployment of Emergency Operations

Reliability

Understanding that reliability is of the utmost importance, the *Mach Alert* System design incorporates the following features to achieve this goal:

- *Mach Alert* utilizes Motorola's ACE3600, a proven high-performance Remote Terminal Unit (RTU) designed for industrial use
- NEMA-rated enclosures protect in-station hardware from damage
  - Locking doors and tamper detection switches standard
  - Upgraded enclosures available for outdoor use
- Redundant server components guard against failure
  - Dual power supplies
  - RAID 1 hard drive configuration
- Internal battery backup for Station Controller and Alerting Interface Controller
- Separate voice and data links
- Redundant communications prevent single points of network failure
  - Alerts are sent over both links simultaneously
- Automatic alert retry in case of transmission failure

Multiple Levels of System Redundancy

If the proposed Fire Station Alerting System Architecture is NFPA1221 compliant, the *Mach Alert* FSA system offers multiple levels of system redundancy:

- If the CAD system should fail, the FSA Server provides the means for manually alerting the stations.
- If the FSA Server should fail, the CAD system with alert the stations directly via the Alerting Interface Controller (AIC).
- If the AIC should fail, the CAD system will alert the stations via the FSA Server (over IP only).
- Redundant communications links to each station (radio and IP) for station alerting.
- Redundant hard drives in the FSA Server.
- Remote access for station alerting from a secondary location or a command vehicle, for example.
- Integrated backup battery for the AIC and Station Controllers (SCs).
- If redundant FSA Servers and AICs are provided, then full *Mach Alert* dispatch hardware redundancy is achieved. If one of the FSA Servers should fail, the other automatically takes over. If one of the AICs should fail, the other AIC automatically takes over.
- If the CAD system should fail, a manual means of alerting stations is provided.

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Section 2

Equipment List

QTY	DESCRIPTION
1	ACE 3600 MAIN MODEL
1	ASSY,OPTN,ADD: ACE3600 CPU3680
1	ASSY,OPTN,ADD: AC PWR PS 100-240 V W-- BAT CHGR
1	6.5 AH BACKUP BATTERY
1	PLUG-IN ETHERNET 10--100 M PORT
1	BRACKETS FOR 19 RACK MOUNTING
1	AUXILIARY CHASSIS
1	ALT: SOURCING IL
1	ADD: AC PWR CBL 0 I--O SLT
1	ASSY,OPTN,INT: ACE 3600_ PS BLANK_MDL
1	0 I--O SLOTS FRAME
1	WALL MOUNT BRACKET FOR 0 I--O
3	ACE 3600 MAIN MODEL
3	ASSY,OPTN,ADD: ACE3600 CPU3680
3	3 I--O SLOTS FRAME
3	38 X 38 CM METAL CHASSIS
3	ASSY,OPTN,ADD: AC PWR PS 100-240 V W-- BAT CHGR
3	6.5 AH BACKUP BATTERY
3	PLUG-IN RS-232 PORT
3	32 DO -- DI FET
6	BLANK MODULE
3	40 WIRE CABLE W-- TB HOLDER 3 M
3	ALT: SOURCING IL
3	ASSY,OPTN,ADD: AC PWR CBL
3	ASSY,OPTN,INT: ACE 3600_ PS BLANK_MDL
1	AIC - ALERTING INTERFACE CONTROLLER LESS ACE3600
1	MACH ALERT RACKMOUNT SERVER HARDWARE FOR UP TO 128 STATIONS
3	ENHANCED STATION CONTROLLER ASSEMBLY LESS ACE3600
1	AIC-128 SOFTWARE
1	MACH ALERT PRIMARY SOFTWARE LICENSE UP TO 10 STATIONS

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QTY	DESCRIPTION
3	MACH ALERT CLIENT LICENSE FOR UP TO 10 STATIONS
3	STATION CONTROLLER SOFTWARE LICENSE
1	NETWORK EQUIPMENT,TTS MODULE
1	STANDARD MIXER
1	12/24 V CONVERTER
1	120V SURGE PROTECTOR
1	8 PORT SWITCH
3	ADD TURNOUT TIMER FUNCTION TO SC
5	TURNOUT TIMER DISPLAY
10	IDB MODULE
1	8 PORT SWITCH
3	IDB ENHANCED SOFTWARE LICENSE
1	Z2 G9 MINI WORKSTATION

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Section 3

Statement of Work

Motorola is proposing the installation and configuration of the following equipment at the specified locations.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

3.1 Detailed Design Review

A Detailed Design Review (DDR) will be performed to review and finalize City requirements, Statement of Work, System Architecture Diagram, and Product List & Pricing.

Motorola Responsibilities:

1. Coordinate and schedule a Kickoff Meeting with City, Motorola, and Mach Alert.
2. Run the Kickoff Meeting and record and distribute meeting minutes.
3. Attend any required site walks.

3.2 Installation

City Responsibilities:

1. Provide secure, climate-controlled staging and storage space for all FSA equipment.
2. Provide the equipment rack to house the FSA Server and AIC if space on an existing City rack is not available.
3. Coordinate the real estate to mount each SC and any other station-specific equipment.
4. Finalize the installation plan for each SC and any other station-specific equipment.

Motorola Installation Responsibilities:

1. AIC Controller at Dispatch Location
2. Three Mach Alert station controllers at the three fire station locations
3. Five Mach Alert turn out timers at designated locations
4. Nine Incident Display Boards at designated locations

3.3 On-site Functional Testing

After all equipment has been installed in the Dispatch Center (or wherever the FSA Server and AIC are located), these units can be verified and made operational (but not “live” yet). Once all equipment in a station has also been installed, those units can also be verified and made operational (but not “live” yet). Once the FSA Server and AIC, and at least one SC, are operational, the communications interface

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(Ethernet and radio) between them can be verified. This process should continue until all stations are made operational. Then, system testing can be performed.

Motorola Responsibilities:

1. Prepare documentation of Unit Functional Tests and System Functional Test to be delivered as part of the final documentation package.
2. For each unit:
   A. QC proper installation and termination by the Mach Alert and/or Motorola-supplied electrical contractor/installer.
   B. Verify that equipment is operating properly and that electrical and signal levels are set accurately.
   C. Re-perform each Factory Test Unit Functional Test Procedure.
   D. Document each field-verified Unit Functional Test Checklist.
   E. Record Unit pass/fail on the Unit Functional Test Checklist.
   F. Correct deficiencies and re-test, as necessary.
3. For the system:
   A. Verify communication interfaces between devices for proper operation.
   B. Assist with Browser Client support to Dispatch Positions.
   C. Re-perform the System Functional Test Procedure.
   D. Document the System Functional Test Checklist.
   E. Record pass/fail on the System Functional Test Checklist.
   F. Correct deficiencies and re-test, as necessary.
4. Provide CAD API (Motorola Fire Dispatch Protocol v7.35) to interface with the existing CAD Server.
5. Provide services for the Integration with the existing CAD Server

3.4 Training

Motorola Responsibilities:

1. Finalize training schedules purchased as part of this project with City Project Manager.
2. Set up the training classes outlined in the Training Plan.
   A. On-site Dispatch Operator training
      i. One day course (4 hours), 10 attendees maximum. On-site classroom to be provided by the City.
   B. On-site Technical Training
      i. One day course (4 hours), 10 attendees maximum. On-site classroom to be provided by the City.

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3.5 Cutover and Final System Acceptance Testing (FSAT)

Motorola Responsibilities:

1. Create a punch list of items based on City input for completion prior to the FSAT.
2. Resolve punch list items that are related to the Motorola scope of work.
3. Work with City to ensure that all stations are ready and understand the cutover plan implications for the end users and verify that information has been distributed to those users.
4. During cutover, ensure that the written plan is followed and implement contingencies as required.
5. Present System Acceptance Test Plan Results to the City.
6. Obtain City concurrence and signoff of System Acceptance Test Plan Results.

3.6 Project Close Out

Motorola Responsibilities:

1. Review post-project City support plan.
2. Finalize all documentation and provide an electronic as-built manual, in PDF format, on CD which will include the following:
   A. System-Level Diagram
   B. Station Controller As-built Diagrams
   C. Equipment Inventory List
   D. Product data sheets
   E. Product manuals

3.7 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola will need to verify all assumptions or seek alternates if any are invalid.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City.
- Any required system interconnections not specifically outlined here will be provided by City. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- The City will provide 3 Harris Voice Radios

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- The City will be responsible to enlist the services of the existing CAD vendor for their side of the API to integrate to Mach Alert

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Section 4

Warranty & Maintenance Plan

Motorola warrants Mach Alert FSA System equipment and software are free from defects for a period of eighteen (18) months from date of shipment from the Mach Alert facility or twelve (12) months from City system acceptance, whichever is earlier.

Upon expiration of the warranty period, extended maintenance and remote technical support are included for years 2-4. This includes equipment maintenance and remote technical support for the Mach Alert system. In the event onsite support is needed, a customer quote for onsite services will be provided.

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Section 5

Pricing Summary

Description	Price ($)
Equipment, Implementation, & Maintenance Services	$323,601
Sourcewell Contract Discount	$13,808
Total System to include Implementation & Maintenance	**$309,793**

This proposal is subject to the terms and conditions of Motorola Solutions Sourcewell contract *042021-MOT* and this pricing is valid through November 15, 2024.

Payment Milestones

Except for a payment that is due on the Effective Date, City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If City has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 25% of the System Price due upon contract execution (due upon effective date);
2. 60% of the System Price due upon shipment of equipment;
3. 10% of the System Price due upon installation of equipment; and
4. 5% of the System Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

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Section 6

Contractual Documentation

The Contractual Documentation is included on the page that follows.

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Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Cocoa, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:
WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Motorola Proposal dated 9/13/2024
Exhibit D "System Acceptance Certificate"
Exhibit E Maintenance, Support and Lifecycle Management Agreement

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

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"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

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"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual

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responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

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Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will

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be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $___$309,793.00 with extended maintenance, which includes the Sourcewell administrative fee. Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 4, 2021. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

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6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name Accounts Payable Attn: Chief Hennessey
Address:65 Stone Street Cocoa Fl 32922
Phone: 321-433-8833

E-INVOICE. To receive invoices via email:
Customer Account Number:3010404069
Customer Accounts Payable Email: accountspayable@cocoafl.gov
Customer CC(optional) Email: tbonadio@cocoafl.gov dhennessey@cocoafl.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Chief Hennessey
Address: 1740 Dixon Ave Cocoa FL 32922

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Chief Hennessey
Address: 1740 Dixon Ave Cocoa FL 32922
Phone: 321-616-3688
Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation

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Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

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10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

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11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the

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default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the

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combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services

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conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

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17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this

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document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer: City of Cocoa, FL**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and City of Cocoa, FL (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the

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copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

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trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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EXHIBIT C

Motorola Proposal Dated September 13, 2024

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EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit E

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

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3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

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a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 1 year warranty + 3 Years Extended Maintenance, commencing 12 months after warranty period. Date TBD at time of sale. The Extended Maintenance Price for the 3 years of services is $ 44,649.00, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed

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when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

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4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Quoted By:	Brian Rennie
Quote Expiration:	4/1/25
Quote Name:	Encoder Services

Sales Quotation For:
City of Cocoa Police Department
1226 King St
Cocoa FL 32922-8620
Phone: +1 (321) 639-7620

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Encoder Interface Installation	1	$ 3,720	$ 0	$ 3,720

TOTAL **$ 3,720**

Summary **One Time Fees** **Recurring Fees**

Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 3,720	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 3,720**	**$ 0**
Contract Total	**$ 3,720**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

Cooperative Purchasing Quote Sheet

Cooperative Purchasing Agency:	**Sourcewell**	**Date Prepared:**	**11/05/24**
		Contract Number:	**#113021-SUT**

Purchaser:		**Vendor:**	
Company:	City of Cocoa Fire Dept.	**Company:**	Sutphen Corporation
Address:	1740 Dixon Blvd.	**Address:**	6450 Eiterman Rd.
City, State:	Cocoa, FL 32922	**City, State:**	Dublin, OH 43016
Contact:	Fire Chief Jonathan Lamm	**Contact:**	Guy Lombardo
Phone:	321-639-7610	**Phone:**	573-216-2562
Email:	jlamm@cocoafl.org	**Email:**	guy@sflev.com
Member ID:	_		

Item Number:	**13**	**Base Price:**	**$701,312.07**
Description:	Program 1 Pumper		

Section 1 - Published Options

Item / Description	Cost
See Attached	$125,429.85
Subtotal	**$125,429.85**

Section 2 - Non-Published Options

Item / Description	Cost
See Attached	$178,542.52
Subtotal	**$178,542.52**
Total of Unpublished Options from Base Model + Published	*21.6%*

Section 3 - Misc. Adjustments

Trade-Ins, Down Payment Discounts, Etc.

Item / Description	Cost
Miscellaneous Equipment & Mounting	$114,710.56
Subtotal	**$114,710.56**
Total Unit Price	**$1,119,995.00**

Estimated Delivery:	6 months	**Quantity:**	1
		Total Purchase Price	**$1,119,995.00**

Sutphen Corporation

PUBLISHED OPTIONS							
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
D	25010000	-1	FRAME, 10" SINGLE RAILS, SINGLE AXLE (50K PSI)	STD	$0.00	$0.00	$0.00
A	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)	IPOS	$997.59	$997.59	$847.95
D	22010050	-1	DRIVE LINE, SPICER, 1810 SERIES	STD	$0.00	$0.00	$0.00
D	23015100	-1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD	STD	$0.00	$0.00	$0.00
D	23029200	-1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)	STD	$0.00	$0.00	$0.00
D	23029400	-1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)	STD	$0.00	$0.00	$0.00
D	23031176	-1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230	STD	$0.00	$0.00	$0.00
D	23031220	-1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN	STD	$0.00	$0.00	$0.00
D	47012520	-1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)	STD	$0.00	$0.00	$0.00
D	23110000	-1	JACOBS ENGINE BRAKE	STD	$0.00	$0.00	$0.00
D	47030110	-1	SHIFTER PAD GEARING, 6 GEARS OPEN	STD	$0.00	$0.00	$0.00
A	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED	IPOS	$973.65	$973.65	$827.60
D	26010000	-1	FUEL TANK, STEEL, 65 GALLON	STD	$0.00	$0.00	$0.00
A	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL	IPOS	$1,032.34	$1,032.34	$877.49
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	$0.00	$0.00	$0.00
A	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	$1,184.53	$1,184.53	$1,006.85
A	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012	IPOS	$1,859.59	$1,859.59	$1,580.65
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	$697.81	-$697.81	-$593.14
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	$436.28	-$436.28	-$370.84
A	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX	IPOS	$1,183.94	$1,183.94	$1,006.35
D	14510520	-1	REAR AXLE, MERITOR RS-24-160 24,000 LB.	STD	$0.00	$0.00	$0.00
A	14511120	1	REAR AXLE, DANA S26-190 27,000 LB.	IPOS	$4,996.04	$4,996.04	$4,246.63
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	$0.00	$0.00	$0.00
A	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE	IPOS	$0.00	$0.00	$0.00
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	$0.00	$0.00	$0.00
A	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)	IPOS	$377.05	$377.05	$320.49
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	$359.21	-$359.21	-$305.33
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	$0.00	$0.00	$0.00
A	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS	IATS	$711.99	$711.99	$605.19
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	$1,639.99	$1,639.99	$1,393.99
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	$429.88	$429.88	$365.40
D	18210000	-1	ELEC STABILITY CONTROL SYST	STD	$6,031.45	-$6,031.45	-$5,126.73
A	18220500	1	NO ELEC STABILITY CONTROL SYS	IPOS	$0.00	$0.00	$0.00
A	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)	STD	$0.00	$0.00	$0.00
D	18110050	-1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)	IPOS	$1,046.66	-$1,046.66	-$889.66
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	$2,553.75	$2,553.75	$2,170.69
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	$1,064.01	-$1,064.01	-$904.41
D	11031000	-1	CAB TILT SYSTEM, MANUAL PULL CABLE	STD	$0.00	$0.00	$0.00
A	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE	IPOS	$427.96	$427.96	$363.77
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	$0.00	$0.00	$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	$1,139.44	$1,139.44	$968.52
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	$0.00	$0.00	$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	$560.08	$560.08	$476.07
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	$101.30	$405.20	$344.42
A	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED	IATS	$143.36	$143.36	$121.86
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	$0.00	$0.00	$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	$1,059.28	$1,059.28	$900.39
D	11024405	-1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)	STD	$0.00	$0.00	$0.00
D	11024605	-1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)	STD	$0.00	$0.00	$0.00
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	$0.00	$0.00	$0.00
A	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL	IPOS	$261.40	$261.40	$222.19
A	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)	IATS	$951.80	$951.80	$809.03
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	$1,093.43	$1,093.43	$929.42
A	20030510	1	CUT-OUT IN STORAGE WELL COVER	IATS	$143.86	$143.86	$122.28
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
D	12010400	-1	AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION	STD	$0.00	$0.00	$0.00
A	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION	IPOS	$493.81	$493.81	$419.74

D	12030015	-1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)	IPOS	$0.00	$0.00	$0.00
A	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC	IPOS	$1,159.59	$1,159.59	$985.65
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	$1,127.29	-$1,127.29	-$958.20
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	$4,318.53	$4,318.53	$3,670.75
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	$286.69	$286.69	$243.69
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING	IPOS	$6,414.65	$6,414.65	$5,452.45
D	32520670	-1	HEADLIGHTS, LED, FIRETECH FT-4X6, SINGLE STS HOUSINGS	STD	$3,860.93	-$3,860.93	-$3,281.79
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	$392.50	$392.50	$333.63
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)	IPOS	$390.01	$390.01	$331.51
D	48090001	-1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (2)	IPOS	$0.00	$0.00	$0.00
A	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)	IATS	$99.15	$99.15	$84.28
A	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)	IATS	$99.15	$99.15	$84.28
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	$0.00	$0.00	$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	$597.21	$597.21	$507.63
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11031930	2	EXTERIOR DOOR, HINGED, PAINTED	STD	$0.00	$0.00	$0.00
A	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032450	2	COMPT DOOR LOCK - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT	IPOS	$863.40	$863.40	$733.89
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT	IPOS	$863.40	$863.40	$733.89
A	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH	STD	$0.00	$0.00	$0.00
D	11035422	-1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	IPOS	$535.50	-$535.50	-$455.18
A	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD	IPOS	$0.00	$0.00	$0.00
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	$0.00	$0.00	$0.00
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	$0.00	$0.00	$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	$0.00	$0.00	$0.00
A	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	$0.00	$0.00	$0.00
D	22510531	-1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	$0.00	$0.00	$0.00
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	$0.00	$0.00	$0.00
A	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE	IPOS	$869.15	$869.15	$738.78
A	11031712	1	UPPER CREW DOOR AREA, OPEN	IPOS	$0.00	$0.00	$0.00
D	30010508	-1	LOWER COMMAND CONSOLE, X10	STD	$0.00	$0.00	$0.00
D	29930200	-1	MAPBOOK SLOT ON BREAKER PANEL	STD	$0.00	$0.00	$0.00
A	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL	IPOS	-$71.41	-$71.41	-$60.70
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	$812.13	$812.13	$690.31
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	$473.94	$473.94	$402.85
A	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT	IATS	$1,289.99	$1,289.99	$1,096.49
D	30040500	-1	DEADMAN INTERLOCK W/OVERRIDE SWITCH, TRACTOR CAB	STD	$0.00	$0.00	$0.00
A	30031810	2	12V POWER POINT	IATS	$130.84	$261.68	$222.43
A	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX	IATS	$130.84	$261.68	$222.43
A	28090003	1	HEAT TO FEET	IATS	$834.25	$834.25	$709.11
A	28090100	1	A/C TO FACE	IATS	$637.10	$637.10	$541.54
A	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39010131	-1	OFFICER'S SEAT, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	-$1,612.21	-$1,370.38
D	39030010	-1	OFFICER'S SEAT COMPT, OPEN FRONT	STD	$0.00	$0.00	$0.00
A	39030030	1	OFFICER'S SEAT COMPT, FRONT DOOR W/LOCKING LATCH	IPOS	$461.54	$461.54	$392.31
D	39521111	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.84	-$1,375.84	-$1,169.46
A	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39521112	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.84	-$1,375.84	-$1,169.46
A	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39521410	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38

D	39521411	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39550100	-1	SEAT COLOR, GRAY	STD	$0.00	$0.00	$0.00
A	39550200	1	SEAT COLOR, BLACK	IPOS	$0.00	$0.00	$0.00
D	39610105	-4	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	$0.00	$0.00	$0.00
A	39610115	5	SCBA BRACKETS, IMMI SMART DOCK	IPOS	$1,248.14	$6,240.70	$5,304.60
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	$0.00	$0.00	$0.00
A	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	$1,205.45	$1,205.45	$1,024.63
A	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS	IATS	$4,475.86	$4,475.86	$3,804.48
A	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT	IATS	$1,069.86	$1,069.86	$909.38
A	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)	IATS	$2,133.88	$2,133.88	$1,813.80
D	84561015	-1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)	IATS	$2,692.86	-$2,692.86	-$2,288.93
D	60080000	-1	PUMP, HALE QFLO-1250 SINGLE STAGE	STD	$0.00	$0.00	$0.00
A	60080003	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE	IPOS	$7,016.68	$7,016.68	$5,964.18
A	60025950	1	PUMP GEARBOX YOKE, 1710	IPOS	-$206.24	-$206.24	-$175.30
D	60025960	-1	PUMP GEARBOX YOKE, 1810	STD	$0.00	$0.00	$0.00
A	60026000	1	PUMP PACKING, HALE	STD	$0.00	$0.00	$0.00
D	60026025	-1	MECHANICAL PUMP SEAL, HALE (PRG)	IPOS	$0.00	$0.00	$0.00
A	60031005	1	ALLOY ANODES, HALE (2)	IATS	$344.04	$344.04	$292.43
A	64090000	1	2.5" RIGHT SIDE INLET	IATS	$2,516.64	$2,516.64	$2,139.14
A	65540500	1	SUCTION EXTENSION FOR FUTURE WITH BLANK OFF PLATE, OFFICER'S SIDE	IATS	$657.90	$657.90	$559.22
D	71025900	-1	2.5" DISCHARGE, RIGHT	STD	$2,214.24	-$2,214.24	-$1,882.10
A	71025905	1	3" DISCHARGE, RIGHT	IATS	$2,973.08	$2,973.08	$2,527.12
A	71590000	1	DISCHARGE, 2.5" LEFT REAR	IATS	$4,319.46	$4,319.46	$3,671.54
A	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING	IATS	$5,226.73	$5,226.73	$4,442.72
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	$2,276.33	$2,276.33	$1,934.88
A	61790510	3	DRAIN VALVES, HALE, LIFT-UP	STD	$0.00	$0.00	$0.00
A	61729120	2	VALVE, AKRON, HEAVY DUTY	IPOS	$82.64	$165.28	$140.49
A	61729160	1	VALVE, AKRON, SLOW CLOSE	IPOS	$82.64	$82.64	$70.24
A	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1	STD	$0.00	$0.00	$0.00
A	61770905	1	ACTUATOR, VALVE, SWING CONTROL	STD	$0.00	$0.00	$0.00
A	77090000	2	GAUGE, DISCH, CLASS 1 2.5"	STD	$0.00	$0.00	$0.00
D	61810150	-1	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	$0.00	$0.00	$0.00
A	61810160	2	DISCHARGE TERMINATION, STRAIGHT	IPOS	$0.00	$0.00	$0.00
A	60036010	3	THREADS, NST	STD	$0.00	$0.00	$0.00
A	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK	IATS	$1,247.21	$1,247.21	$1,060.13
A	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES	IATS	$3,027.75	$3,027.75	$2,573.59
D	60090020	-1	PUMP PRIMER, HALE, T-HANDLE	STD	$0.00	$0.00	$0.00
A	60090030	1	PUMP PRIMER, TRIDENT, AIR	IPOS	$1,327.05	$1,327.05	$1,127.99
A	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION	STD	$0.00	$0.00	$0.00
A	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL	IATS	$523.34	$523.34	$444.84
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	$261.64	$261.64	$222.39
D	77590000	-1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4	STD	$0.00	$0.00	$0.00
A	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40	IPOS	$300.86	$300.86	$255.73
A	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4	IATS	$0.00	$0.00	$0.00
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	$0.00	$0.00	$0.00
A	83525200	1	WATER TANK BRAND, UPF	IPOS	$0.00	$0.00	$0.00
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	$5,002.61	-$5,002.61	-$4,252.22
A	83590005	1	WATER TANK, 1000 GAL, POLY	IPOS	$6,120.69	$6,120.69	$5,202.59
D	80189520	-1	BODY G2 - ALUM 40/51 LAD CHUTE	STD	$236,991.25	-$236,991.25	-$201,442.56
A	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK	STD	$248,191.25	$248,191.25	$210,962.56
A	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES	IATS	$9,978.36	$9,978.36	$8,481.61
D	80245999	-1	UPPER HATCH COMPARTMENTS - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	81130200	6	ADJUSTABLE SHELF	IATS	$392.50	$2,355.00	$2,001.75
A	80250100	13	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	$209.34	$2,721.42	$2,313.21
D	80290015	-1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH	STD	$0.00	$0.00	$0.00
A	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN)	IATS	$748.36	$5,238.52	$4,452.74
D	81440201	-1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB	STD	$0.00	$0.00	$0.00
A	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES	IPOS	$410.88	$410.88	$349.25
A	81330300	1	HOSE BED DIVIDER, ADJ (1)	IATS	$2,093.30	$2,093.30	$1,779.31
A	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER	IPOS	$448.10	$448.10	$380.89
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	$807.10	$807.10	$686.04
D	82290000	-1	DELETE FRONT BODY STEPS	STD	$0.00	$0.00	$0.00
A	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT	IPOS	$563.65	$563.65	$479.10

D	82390000	-1	STEPS, REAR BODY (8x8)	STD	$0.00	$0.00	$0.00
A	82390001	1	STEPS, REAR BODY (14x11 & 14x8)	IPOS	$517.75	$517.75	$440.09
D	80290013	-1	4 SCBA CYLINDER COMPTS (2 RIGHT, 2 LEFT)	IATS	$1,596.55	-$1,596.55	-$1,357.07
A	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)	IATS	$4,889.43	$4,889.43	$4,156.02
A	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS	IATS	$479.53	$479.53	$407.60
D	80290310	-3	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	$0.00	$0.00	$0.00
A	80290410	3	DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT	STD	$0.00	$0.00	$0.00
A	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT	STD	$0.00	$0.00	$0.00
D	88520300	-1	DELETE 6" SUCTION HOSE	IPOS	-$1,279.04	$1,279.04	$1,087.18
A	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE	STD	$0.00	$0.00	$0.00
D	88540550	-1	DELETE STD SUCTION HOSE MTG	IPOS	-$1,286.16	$1,286.16	$1,093.24
D	89590002	-1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE	STD	$0.00	$0.00	$0.00
A	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE	IPOS	$0.00	$0.00	$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	$97.74	$97.74	$83.08
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	$0.00	$0.00	$0.00
D	85010020	-1	TAILLIGHTS, WELDON 3884 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	STD	$2,168.65	-$2,168.65	-$1,843.35
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	$2,864.16	$2,864.16	$2,434.54
D	85110000	-1	ICC LIGHTS	STD	$0.00	$0.00	$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	$716.66	$716.66	$609.16
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	$0.00	$0.00	$0.00
A	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED	IPOS	$423.11	$423.11	$359.64
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	$0.00	$0.00	$0.00
A	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED	IPOS	$67.54	$67.54	$57.41
D	86610010	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN JUSTICE 62" LED LIGHT BAR, JE0NFPA, 10 MODULES	STD	$2,805.54	-$2,805.54	-$2,384.71
A	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES	IPOS	$5,656.33	$5,656.33	$4,807.88
A	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)	IPOS	$0.00	$0.00	$0.00
D	86699999	-1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C	STD	$0.00	$0.00	$0.00
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	$1,278.23	-$1,278.23	-$1,086.50
A	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE	IPOS	$2,790.14	$2,790.14	$2,371.62
A	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C	IPOS	$0.00	$0.00	$0.00
D	86899999	-1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C	STD	$0.00	$0.00	$0.00
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	$1,004.25	-$1,004.25	-$853.61
A	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)	IPOS	$2,008.53	$2,008.53	$1,707.25
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	$0.00	$0.00	$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	$0.00	$0.00	$0.00
A	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR)	IATS	$1,232.95	$1,232.95	$1,048.01
A	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW	IATS	$3,387.16	$3,387.16	$2,879.09
A	86537811	2	SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT (PAIR)	IATS	$1,680.69	$3,361.38	$2,857.17
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	$0.00	$0.00	$0.00
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	$558.78	$558.78	$474.96
D	90600100	-1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	$202.58	-$202.58	-$172.19
A	90600220	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE	IPOS	$607.68	$607.68	$516.53
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	$696.93	-$696.93	-$592.39
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	$877.14	$877.14	$745.57
A	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")	IPOS	$1,132.63	$1,132.63	$962.74
A	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	$732.66	$1,465.32	$1,245.52
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	$1,308.33	$1,308.33	$1,112.08
				TOTAL PUBLISHED OPTIONS:		**$147,564.43**	**$125,429.85**

Sutphen Corporation

NON-PUBLISHED OPTIONS					
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	22028888	1	SPICER 1710 SERIES DRIVELINE FOR L9 ENGINE	$0.00	$0.00
A	23028888	1	ENGINE, CUMMINS L9 450HP DOC-DPF-DEF-SCR OBD	$0.00	$0.00
A	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	$0.00	$0.00
A	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	$0.00	$0.00
A	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098	$0.00	$0.00
A	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009	$0.00	$0.00
A	47028888	1	ALLISON GEN 6 EVS3000 TRANSMISSION FOR L9 ENGINE	$0.00	$0.00
A	23088888	1	JACOBS ENGINE BRAKE FOR CUMMINS L9 ENGINE	$0.00	$0.00
A	16028888	1	SPECIAL Brakes 16010285 BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR	$2,298.36	$2,298.36
A	11088888	1	UPPER GRILLE, LEVEL STYLE FACADE (L9)	$1,275.00	$1,275.00
A	11088888	1	LOWER GRILLE, POLISHED STAINLESS (L9)	$1,345.00	$1,345.00
A	12088888	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)	$897.00	$897.00
A	30088888	1	LOWER COMMAND CONSOLE FOR L9	$1,295.00	$1,295.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	60088888	1	STOCK 574 PUMP & TANK CONFIGURATION	$13,834.00	$13,834.00
A	61888888	1	SPECIAL Adapter for Discharge #4 2.5" NST (F) x 2.5"NST (M) 30 degree down	$200.00	$200.00
A	76088888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER	$1,393.16	$1,393.16
A	80028888	1	STOCK 574 BODY CONFIGURATION	$18,980.00	$18,980.00
A	80288888	1	COMPT DOORS, ROM ROLL-UP, PAINTED FOR STOCK 574	$8,860.00	$8,860.00
A	81388888	1	STOCK 574 HOSEBED CONFIGURATION	$12,375.00	$12,375.00
A	90588888	1	SPECIAL ITEM, Sutphen Graphic in Middle Cab Windows	$1,000.00	$1,000.00
A	99588888	1	GRAPHICS	$12,500.00	$12,500.00
A	99588888	1	SHELVING w/ ADDITIONAL HB DIVIDER	$12,000.00	$12,000.00
A	99588888	1	PDI	$3,000.00	$3,000.00
A	99588888	1	DELIVERY	$8,000.00	$8,000.00
A	99588888	1	INSTALL CUSTOMER SUPPLIED RADIO	$2,610.00	$2,610.00
A	99588888	1	PROVIDE AND INSTALL FIRECOM SYST	$9,000.00	$9,000.00
A	99588888	1	INSTALL ANTENNA (2)	$630.00	$630.00
A	99588888	1	12V PROVISION IN CAB	$1,150.00	$1,150.00
A	99588888	1	COMPARTMENT MATTING	$3,200.00	$3,200.00
A	99588888	1	MOUNTS FOR EQUIPMENT	$7,500.00	$7,500.00
A	99588888	1	FINAL INSPECTION TRIP	$6,000.00	$6,000.00
A	99588888	1	PAINT CAB ROOF	$21,000.00	$21,000.00
A	99588888	1	INSTALL DBL EMS AND MOVE SEATS	$9,200.00	$9,200.00
A	99588888	1	LINEX COMPARTMENT FLOORS	$4,000.00	$4,000.00
A	99588888	1	INTEREST EXPENSE	$15,000.00	$15,000.00
			TOTAL NON-PUBLISHED OPTIONS:		**$178,542.52**

RESOLUTION NO. 2024-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; 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 2024-2025 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, at a Regular City Council meeting assembled on the 10th day of December 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2025- 015-A

SELECT ADJUSTMENT TYPE: Budget Amendment | REQUESTING DEPARTMENT #: Finance | DATE PREPARED: 12/6/24

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 309,793	001-0000-384.00-00		Other Sources(Non-Rev)/Debt Proceeds			$ 309,793	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 309,793	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 309,793	001-2201-522.64-15	CA2502	Machinery and Equipment/IT Hardware			$ 309,793	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 309,793	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To add the costs for Confidential IT system to the budget before being paid for with the use of debt services.
Agenda# 24-692

City Council Approval Needed? Yes. (●) No. ( ) DATE APPROVED: 12/10/24 RESOLUTION #: 2024-113

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.06 08:50:46 -05'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.12.06 08:51:04 -05'00'
Finance Approval Signature

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.12.06 11:27:43 -05'00'
Finance Director's Signature

Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.12.06 11:06:15 -05'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-708	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/5/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Approve First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	First Addendum to Improvements Agreement Executed Original Improvements Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2024
Agenda Date: December 10, 2024
Prepared By: Kristin Eick, Assistant City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Approve First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision.

BACKGROUND:

On May 28, 2024, the City Council approved the Final Plat for the Lakes at Cocoa Grove subdivision north of SR 528, subject to an “Improvements Agreement” being executed.

On June 6, 2024, the Lakes at Cocoa Grove Community Development District (the “District”), Mountain Cove Homes at Lakes at Cocoa Grove, LLC (the “Developer”), and City entered into the Improvements Agreement. The Improvement Agreement authorized the Developer to proceed with application for a final plat without having submitted a performance security bond, guaranteeing to the satisfaction of the City that certain public improvements would be duly constructed and completed. The Improvement Agreement provided that the District would publicly bid the construction contract for the improvements and required their selected contractor to name the City as a dual-obligee under its construction performance bond.

Section 4 of the Improvement Agreement contained a deadline of December 1, 2024, to submit the dual-obligee rider from the selected contractor. If no rider was received, the District or Developer would be required to submit a performance bond to the City to secure the completion of the public improvements in accordance with Section 18-31 of the City Code.

The proposed First Addendum to the Improvement Agreement allows an extension of the deadline to December 1, 2025 to submit the rider, provided that the Developer shall be temporarily prohibited from selling any individual lots as shown in the recorded Lakes at Cocoa Grove final plat.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

No impact.

PREVIOUS ACTION:

February 13, 2024 - City Council approval of Lakes at Cocoa Grove Preliminary Plat
May 28, 2024 - City Council approval of Lakes at Cocoa Grove Final Plat, subject to execution of Improvement Agreement.

RECOMMENDED MOTION:

Approve the First Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement.

FIRST ADDENDUM TO IMPROVEMENTS AGREEMENT

THIS FIRST ADDENDUM TO THE IMPROVEMENTS AGREEMENT ("FIRST ADDENDUM") IS MADE AND EXECUTED THIS _____ DAY OF _____, 2024, BY AND BETWEEN THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, being situated within the City of Cocoa, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District");

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC, a Florida limited liability company, with a mailing address of 4878 SW 74th Court, Miami, Florida 33155 ("Developer"); and

CITY OF COCOA, a Florida municipal corporation, located in Brevard County, Florida, with a mailing address of 65 Stone Street, Cocoa, Florida 32922 ("City"), for purposes of acknowledgement.

WITNESSETH:

WHEREAS, on June 6, 2024, the District, Developer, and City entered into that certain Improvements Agreement, in which the District agreed that it would both (1) publicly bid the construction contract for Improvements, as defined in the Improvements Agreement, to be constructed in conjunction with the Lakes at Cocoa Grove subdivision in the City of Cocoa, Florida, and (2) include within its District Public Bid a bond rider naming the City as a dual-obligee in substantially the same form attached as Exhibit C in the Improvements Agreement for those "City Improvements", which were to be owned and operated by the City of Cocoa or Brevard County upon completion; and

WHEREAS, the City, by way of the Improvements Agreement, authorized the Developer to proceed with application for a final plat without having submitted a performance security bond, guaranteeing to the satisfaction of the City that the City Improvements would be duly constructed, completed, and approved, in reliance upon the District's agreement to name the City as a dual-obligee under its construction performance bond with its selected contractor; and

WHEREAS, Section 4 of the Improvements Agreement provides that should either the District or Developer fail to tender to the City a Surety Bond in accordance with the Improvements Agreement by December 1, 2024, the Developer or District would be required to submit a performance bond to the City to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code; and

WHEREAS, the City recognizes that the Developer and District have incurred pre-construction delays and that the public bidding process for the construction of the Improvements has not yet commenced; and

WHEREAS, the City is amenable to granting an extension of the December 1, 2024 deadline to submit a Surety Bond, subject to the conditions as outlined below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.

2. Section 4 of the Improvements Agreement is hereby amended to provide that the Developer and District agree that should the Developer or District fail to tender to the City a Surety Bond in accordance with the requirements of Section 3 of the Improvements Agreement by **December 1, 2025**, the Developer or District shall submit a performance bond to the City of Cocoa to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code.

3. The modification to Section 4 of the Improvements Agreement is conditioned upon the following:

   (A) Developer shall be temporarily prohibited from selling any individual lots, as shown in the Lakes at Cocoa Grove final plat, recorded in the Plat Book of Brevard County, Florida, at Book 76, Page 1, until the City has received the Surety Bond as provided in the Improvements Agreement. Nothing in this subsection shall be construed as prohibiting the sale of multiple lots to a different Developer or builder for purposes of residential construction.

   (B) Should the Developer or District fail to abide by the terms of Subsection (A), Developer and District agree that either, jointly and severally, shall be required to immediately submit a performance security bond in accordance with the City's Subdivision regulations to secure completion of the City Improvements and no further extensions shall be permitted. The District and Developer agree that, should the Developer or District fail or refuse to immediately submit a performance security bond in accordance with the City's subdivision as required by this Section, the City shall have the right to resort to any and all legal and equitable remedies against the Developer and/or District, including specific performance.

4. All terms and conditions of the Improvements Agreement which are not expressly modified by this First Addendum shall continue to remain in full force and effect.

[SIGNATURE PAGE FOR THE DEVELOPER]

SIGNED AND SEALED this _____day of _____, 2024

WITNESSES:

_____ DEVELOPER
Witness Mountain Cove Homes, LLC

_____ BY: _____
Type or Print Name Signature

_____ _____

Witness

Type or Print Name

Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

DEVELOPER ADDRESS

NOTARY ACKNOWLEDGMENT

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____ , 2024 (year), by _____ (name of person) as Manager (type of authority, . . . e.g. officer, trustee, attorney in fact) for Mountain Cove Homes, LLC, a limited liability company (name of party on behalf of whom instrument was executed) authorized to do business in Florida herein identified as the Developer and who is □ Personally Known or □ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

_____
Signature of Notary Public – State of Florida)

_____
Print Name of Notary

SIGNED AND SEALED this _____day of _____, 20_____

WITNESSES:

Lakes at Cocoa Grove Community Development District

Witness

BY: _____

Type or Print Name

Signature

Witness

Type or Print Name

Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

DISTRICT ADDRESS
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

NOTARY ACKNOWLEDGMENT

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of_____ , 2024 (year), by Ana Laura Robayna (name of person) as Chairperson (type of authority, . . . e.g. officer, trustee, attorney in fact) for Lakes at Cocoa Grove Community Development District (name of party on behalf of whom instrument was executed) herein identified as the District and who is □ Personally Known or □ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

_____
Signature of Notary Public – State of Florida)

_____
Print Name of Notary

Approved and accepted for and on behalf of City of Cocoa, Florida, this _____ day of _____, 2024

CITY OF COCOA, FLORIDA

BY:_____
MAYOR MICHAEL C. BLAKE

ATTEST: _____
MONICA ARSENAULT, CITY CLERK

IMPROVEMENTS AGREEMENT

(Required with the Form of Surety Bond (Exhibit "C") as security guaranteeing Completion of Improvements)

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, being situated within the City of Cocoa, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District");

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC, a Florida limited liability company, with a mailing address of 4878 SW 74th Court, Miami, Florida 33155 ("Developer"); and

CITY OF COCOA, a Florida municipal corporation, located in Brevard County, Florida, with a mailing address of 65 Stone Street, Cocoa, Florida 32922 ("City"), for purposes of acknowledgement.

WHEREAS, the Lakes at Cocoa Grove Community Development District ("District"), on behalf of Mountain Cove Homes at Lakes at Cocoa Grove, LLC ("Developer"), has undertaken certain obligations of the Developer to deliver, or cause to be delivered, the improvements contained in the Engineer's Report dated February 20, 2024, a component of which includes improvements to be owned and operated by the City of Cocoa or Brevard County ("City Improvements"), which are attached as Exhibit "A" hereto; and

WHEREAS, the District will publicly bid the City Improvements, as required by Florida law and the District's adopted Rules of Procedure and will contract for construction and completion of the same ("District Public Bid"); and

WHEREAS, in conjunction with such District Public Bid, the District will require its construction contractor to post a payment and performance bond as required by Florida law; and

WHEREAS, the Developer has made application to the City for approval of a final plat identified as Lakes at Cocoa Grove ("Subdivision"), the legal description for which is more particularly described in Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the City of Cocoa Land Development Code requires that a final subdivision plat not be approved for recording until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan ("Improvements") have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the City that such Improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Subdivision, the Developer has submitted construction drawings for the Improvements, with the exception of the improvements to be owned by the County, which are on file with and have been approved by the City; and

WHEREAS, the Developer desires to obtain approval of the Subdivision prior to installation of the Improvements; and

WHEREAS, the District's Engineer of Record has submitted an estimated cost set forth in the Engineer's Report of the cost to complete the Improvements, including the City Improvements; and

WHEREAS, the District agrees that it will include within its District Public Bid, the bond rider naming the City as a dual-obligee in substantially the form as attached hereto as Exhibit "C", which shall be posted prior to commencement of the Improvements ("Surety Bond").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. The above recitals are true and correct and are incorporated herein.
2. The Developer and the District, in consideration of the City's approval of the proposed Subdivision, and for other valuable consideration, hereby agree to duly construct and complete the Improvements, including the City Improvements, and to otherwise comply fully with the Land Development Code, any conditions of the Subdivision's approval, and all other applicable regulations, requirements and agreements.

3. The Developer, through the District and its contractor selected through the District Public Bid, agree to tender to the City a Surety Bond in the amount of one hundred and ten percent (110%) of the cost of the Improvements, which shall be based on the District Public Bid response and contract associated therewith, for the City Improvements. The District shall notify the City upon contract award and shall provide the City with the Surety Bond naming the City as a dual-obligee in substantially the form attached hereto as Exhibit "C". Such Surety Bond shall be posted prior to commencement of construction of the Improvements. Said Surety Bond shall expire upon acceptance of the City Improvements by the City and acceptance of all other Improvements by the District as guaranteed by the Surety Bond, which acceptance shall not be unreasonably withheld. Nothing herein shall excuse or waive the requirement for the Developer, through the District, to submit a maintenance bond in the amount of ten percent (10%) of the construction cost of the City Improvements prior to acceptance by the City.

4. Notwithstanding the foregoing in Section 3, the Developer and District agree that should the Developer or District fail to tender to the City a Surety Bond in accordance with the requirements of Section 3 by December 1, 2024, the Developer or District shall submit a performance bond to the City of Cocoa to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code.

5. Should the Developer or District fail or refuse to complete the Improvements, as required, nothing herein shall be construed as affecting the City's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees. Further, nothing shall prevent the Developer from posting the form of Bond otherwise required under the City Code in lieu of posting the Surety Bond set forth in this Agreement.

6. The Developer understands and agrees that in the event that the Improvements are not

constructed or installed in the manner consistent with this Agreement, the City shall withhold further permits or approvals, including certificates of occupancy, for the Subdivision until the Improvements have been completed or adequate progress, as determined by the City Council, toward completion of the Improvements has been demonstrated.

7. The Developer hereby agrees that the duties, obligations and responsibilities set forth in this Agreement shall be binding upon any successors in interest and assigns ("Assignee") to the Subdivision ("Assignment") and such Assignment is permissible so long as such Assignee assumes all rights, obligations and responsibilities set forth herein.

8. Upon the completion of the Improvements, such improvement shall be transferred to that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the City or the District.

[SIGNATURE PAGE FOR THE DEVELOPER]

SIGNED AND SEALED this 6 day of June, 2024

WITNESSES:

Witness

Anelis Leon
Type or Print Name

Witness

María Elena Cruz
Type or Print Name

DEVELOPER
Mountain Cove Homes at Lakes at Cocoa Grove, LLC

BY: _____
Signature

VICTOR F SOLORZANO
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

DEVELOPER ADDRESS
4878 SW 74th Court Miami, FL 33155

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of June, 2024 (year), by Victor F. Solorzano (name of person) as Manager (type of authority, . . . e.g. officer, trustee, attorney in fact) for Mountain Cove Homes at Lakes at Cocoa Grove, LLC, a limited liability company (name of party on behalf of whom instrument was executed) authorized to do business in Florida herein identified as the Developer and who is ☒ Personally Known or ☐ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

Signature of Notary Public – State of Florida)

Alicia E. Quinones
Print Name of Notary

ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH193748
Expires 2/5/2026

[SIGNATURE PAGE FOR THE DISTRICT]

SIGNED AND SEALED this 6 day of June, 2024

WITNESSES:

Witness

Anelis Leon
Type or Print Name

Witness

María Elena Ung
Type or Print Name

Lakes at Cocoa Grove Community Development District

BY: Ana Laura Robayna
Signature

Ana Laura Robayna
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

DISTRICT ADDRESS
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 6 day of June, 2024 (year), by Ana Laura Robayna (name of person) as Chairperson (type of authority, . . . e.g. officer, trustee, attorney in fact) for Lakes at Cocoa Grove Community Development District (name of party on behalf of whom instrument was executed) herein identified as the District and who is ☒ Personally Known or □ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

Signature of Notary Public – State of Florida)

Alicia E. Quinones
Print Name of Notary

ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH193748
Expires 2/5/2026

Approved and accepted for and on behalf of City of Cocoa, Florida, this 28 day of May, 2024

CITY OF COCOA, FLORIDA

BY: _____
MAYOR MICHAEL C. BLAKE

ATTEST: _____
MONICA ARSENAULT, CITY CLERK

SEAL

EXHIBIT A
CITY AND COUNTY IMPROVEMENTS LIST

- Utilities and Sanity Sewer System for Lakes at Cocoa Grove
- Water Distribution System (Potable Water)
- Connector Road: Osage/Angelica
- Roadway Drainage Improvements: Osage/Angelica
- Intersection improvement @ Grissom

EXHIBIT B LEGAL DESCRIPTION

Description:

A parcel of land as described in O.R. Book 8563 Page 760 of the public Records of Brevard County, Florida and lying in Section 10, Township 24 South, Range 35 East and being more particularly described as follows;

Begin at the northeast corner of said Section 10; thence S. 00°31'49" E., along the east line of the northeast corner of said Section 10, a distance of 2602.21 feet to a point lying 44.08 feet N. 00°31'49" E. of the east quarter corner of said Section 10, said point also being on the northerly right-of-way line of State Road No. 528 as shown on Section Map 70007-2508; thence N. 74°59'21" W., along said north right-of-way line, a distance of 693.63 feet to the Point-of-Curvature of a 5879.58 foot radius circular curve concave southerly; thence easterly, along the arc of said curve, through a central angle of 16°24'08" a distance of 1683.16 ft. said curve having a chord bearing of N. 83°11'25" W. and a chord distance of 1677.42 ft.; thence S. 88°36'31" W., along said northerly right-of-way line, a distance of 858.67 feet; thence N. 87°23'29" W., along said northerly right-of-way line, a distance of 638.50 feet to the Point-of-Curvature of a 900.00 foot radius circular curve concave northeasterly, said curve also being the northeasterly right-of-way line of the State Road No. 528 and I-95 interchange; thence northwest along the arc of said curve, through a central angle of 31°18'50" a distance of 491.88 feet said curve having a chord bearing of N. 71°44'04" W. and a chord distance of 485.78 feet; thence N. 56°04'39" W., along said State Road 528/I-95 right-of-way line, a distance of 398.70 feet to a non-tangent point on a 969.79 foot radius circular curve concave northeasterly; thence northwesterly, along the arc of said curve, through a central angle of 37°46'38" a distance of 639.42 feet said curve having a chord bearing of N. 37°11'20" W. and a chord distance of 627.90 feet to a point on the easterly right-of-way line of I-95 per FDOT Map Section 70220; thence N. 00°11'53" W., along said easterly right-of-way line, a distance of 566.36 feet; thence N. 01°55'04" W., along said easterly right-of-way line, a distance of 300.93 feet; thence N. 01°21'38" W., along said easterly right-of-way line, a distance of 376.15 feet to a point on the south line of a borrow pit No. 19 Haul Road; thence N. 89°58'02 E., along said south line, a distance of 318.30 feet to a point on the west line of borrow pit No. 19 per FDOT Project No. 70220-2402; thence along the west, south, east and north lines of said borrow pit, the following four courses; S. 00°01'58" W. a distance of 500.00 feet; thence S. 89°58'02" E. a distance of 600.00 feet; thence N. 00°01'58" E. a distance of 550.00 feet; thence N. 89°58'02" W. a distance of 919.51 feet to a point on the aforesaid easterly right-of-way line of I-95; thence N. 01°20'38" W., along said easterly right-of-way line, a distance of 50.01 feet to a point on the north line of the northwest ¼ of said Section 10; thence S. 89°58'02" E., along said north line, a distance of 2337.02 feet to the north quarter corner of said Section 10; thence S. 89°58'06" E., along the north line of the northeast ¼ of said Section 10, a distance of 2665.57 feet to the Point-of-Beginning.

Containing 246.43 acres more or less and being subject to any easements and/or rights-of-ways of record.

EXHIBIT C

DUAL OBLIGEE RIDER

Bond Number _____
Rider Number_____

WHEREAS, [CONTRACTOR], address _____, hereafter also called "Principal/Contractor", has entered into a written agreement with Lakes at Cocoa Grove Community Development District, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, hereafter also called "Obligee", for delivery, in pertinent part of the "City Improvements" made part of the development known as Lakes at Cocoa Grove located in the City of Cocoa, Brevard County, Florida, hereafter also called "Agreement", copy attached and incorporated herein as **Exhibit A**; and

WHEREAS, the Obligee, on behalf of Mountain Cove Homes at Lakes at Cocoa Grove, LLC ("Mountain Cove"), and its successors and assigns, has undertaken certain obligations pursuant to that certain Improvements Agreement, and the Obligee agreed to require a payment and performance bond as more specifically described in the Improvements Agreement and Principal/Contractor provided said bond; and

WHEREAS, the Principal/Contractor by execution of this document, agrees to assume obligation for and agrees to perform all work and construct all improvements as provided in the Agreement and satisfy the payment and performance bond obligations according to all terms, requirements and conditions contained in the Agreement and this document; and

WHEREAS, Mountain Cove has applied to the City for approval of a final plat of a certain area of land within the City of Cocoa called Lakes at Cocoa Grove (hereinafter, "Subdivision") and has agreed, as a condition to the approval of the said final plat by the City of Cocoa, to complete the construction of all required, approved and/or dedicated improvements set forth therein, which consist of roads, drainage, sewer and water lines and all other improvements delineated per the Agreement in connection with the above said plat, hereinafter the "Improvements" (hereinafter, said required performance guarantee for the Improvements on the Lakes at Cocoa Grove plat, the "Subdivision Performance Guarantee"); and

WHEREAS, the approval of said final plat by the City is further conditioned upon the furnishing of an adequate surety to the City pursuant to the City of Cocoa Land Development Code; and

WHEREAS, the Lakes at Cocoa Grove plat contains two types of Improvements one set is defined as private improvements and the second is defined as the basic required improvements for the Subdivision as set forth in the Improvement Agreement ("Improvements"), of which the Improvements to be owned and maintained by the City and Brevard County (the "City Improvements") are a subset; and

WHEREAS, those Improvements which are necessary for the Subdivision to function are the responsibility of Mountain Cove and are part of the cost of development; accordingly, the City is not responsible for payment in the event of a default; and

WHEREAS, Principal/Contractor, has, in conjunction with the Agreement and this document, and on behalf of Mountain Cove, agreed to fulfill the Subdivision Performance Guarantee as set forth herein and up to the limits provided herein; and

WHEREAS, Principal/Contractor and Surety have previously made, executed and delivered to the Obligee their joint and several Performance and Payment Bond(s) No(s). _____, Penal Sum(s) $_____, hereafter also called "Bond", copy(s) attached and incorporated herein as **Exhibit B**; and

WHEREAS, the Obligee has requested that the City, hereafter also called "Co-Obligee", having a material interest in performance under said Agreement, be named as a Co-Obligee on the Bond and the Obligee has also requested the Principal/Contractor and the Surety to join with the Obligee in the execution

and delivery of this Rider and the Principal/Contractor and Surety have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the mutual exchange and receipt of which is hereby acknowledged, the undersigned agree to the following and hereby amend the aforesaid Bond as follows:

1. The undersigned agree that all of the statements contained in the above "Whereas" paragraphs are true and correct.
2. The name of City of Cocoa shall be added to the Bond as a named Co-Obligee.
3. The Principal/Contractor shall in all respects comply with the City of Cocoa Land Development Code and all other applicable Federal and State laws and City ordinances, codes, regulations, terms and conditions pertaining to the approval of the said plat, these conditions being more specifically the completion of the construction of all required, approved, and/or dedicated roads, drainage, sewer and water improvements and all other items contemplated as Improvements as set forth in the Agreement; and
4. The Principal/Contractor shall submit a written request for an inspection of all Improvements consistent with the terms of the Agreement.
5. The Principal/Contractor shall complete the construction of all Improvements pursuant to the requirements set forth in the Agreement.
6. The aggregate liability of the Surety and Principal Contractor under the Bond to the Principal/Contractor, Obligee and Co-Obligee, as their interests may appear, is limited to the penal sum of the Bond and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the Obligee under the Agreement. Further the Surety and Principal Contractor shall not be liable under the Bond in the event the Obligee is in breach in accordance with the terms of the Agreement. In the event of a breach by the Obligee, the Obligee and Mountain Cove shall jointly and severally be liable to the Co-Obligee for the amounts set forth under the Bond and shall ensure completion of all Improvements.
7. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligee and Co-Obligee jointly.
8. Upon issuance by the City Manager or his/her designee of the Certificate of Completion for the City Improvements, and the City Council release the Bond which shall be released upon satisfaction of the conditions herein, this dual obligation shall be void. Otherwise, it remains in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the Improvements to be made hereunder or in the plans, specifications, and schedules covering the same shall in any way affect the obligation of the said Surety on this Bond and the Surety does hereby waive notice of any such changes. It is further understood that should the City be required to institute legal proceedings in order to collect any funds under this Bond, the venue shall be exclusively City of Cocoa, Florida and Principal/Contractor shall indemnify the City for any and all attorney's fees and court costs incurred by the City. Except, as herein modified, the Bond shall continue to be and remain in full force and effect according to the terms thereof.

Signed, sealed and dated this _____day of _____, 2024.

_____	**Lakes at Cocoa Grove CDD**
Principal/Contractor	Obligee/Permittee
By: _____	By:_____
Signature	Signature
Print Name_____	Print Name_____
Title:_____	Title:_____
Date:_____	Date: _____
(SEAL)	(SEAL)
_____	_____
Surety Name (Print)	Florida Licensed Agent Name (Print) *
By: _____	_____
Signature Attorney-in Fact	Signature
Print Name_____	Date_____
Title:_____	Florida License No._____
Date _____	Telephone No._____
*** Power Of Attorney Attached**	*** Power Of Attorney Attached**

(SURETY SEAL)

*Above Signatory is also a Florida Licensed Agent (check if applicable and complete name, address and telephone number in block at right, if not, have such an agent countersign and complete block.)

Legislation Details (With Text)

File #:	24-704	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Informational Only – The City of Cocoa's Open Board Vacancies. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
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
- 2 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board
- 1 Alternate member vacancy

Police Advisory Board
- 3 Regular member vacancies

Sustainability Advisory Board
- 4 Regular member vacancies, 3 terms expiring January 11, 2025

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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: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

Legislation Details (With Text)

File #:	24-707	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/5/2024			**In control:**	City Council
On agenda:	12/10/2024			**Final action:**	
Title:	Bi-weekly Report from November 9 - December 5, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 6, 2024
Agenda Date: December 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from November 9 - December 5, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

powered by Legistar™

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: November 9, 2024 – December 5, 2024

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.

Administrative Services

- Records request stats: 9 received/ 8 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Mark Baaden – Police Lieutenant, Police/Administration, November 11, 2024
  - Shannon Swiger – Accounts Payable Clerk, Finance/General Accounting, November 12, 2024
  - Cindy Paulin – Human Resources Technician, Administrative Services/Human Resources, November 18, 2024
  - Callie Izaguirre – Dispatcher/Communications Officer, Police/Communications, November 25, 2024
  - Trace James – Dispatcher/Communications Officer, Police/Communications, December 2, 2024
  - Audrey Kavanaugh – Dispatcher/Communications Officer, Police/Communications, December 2, 2024
- Recent promotions
  - Casee Morgan – Meter Reader, Finance/Field Services, November 12, 2024
  - Jason Moylon – Driver/Operator, Fire/Operations, November 25, 2024
- Upcoming retirements
  - N/A

Communication and Economic Development

- Media Stories:
  - City of Cocoa Wins Florida Redevelopment Association Award for Innovative Affordable Housing Partnership
  - WM upgrades Cocoa, Florida, recycling facility
  - Cocoa Police Chief Evander Collier Swears In New Officers Megan Romo and April Zayas
  - Here are the best ways to celebrate Halloween in Brevard this weekend
  - Lorraine Koss appointed to serve on League of Cities Legislative Policy Committee
- New News Releases:
  - City of Cocoa Wins FRA Award for Innovative Affordable Housing Partnership
  - Cocoa Fire Union's Annual Turkey Drive
  - City of Cocoa IT Department Wins Prestigious OnCon Icon Team Award
  - Cocoa Awarded Certificate of Excellence in Financial Reporting
  - FloridaCommerce Emergency Loan Program for Businesses Impacted by Hurricane Milton
  - Councilperson Koss Appointed to Serve on Florida League of Cities Legislative Policy Committee
  - Cocoa Announces Grand Re-opening of Reconstructed Provost Park
- Upcoming Events:
  - Cocoa vs. Rockledge Food Drive: November 1-December 6, 2024
  - Fill the Truck Food Collection Event at Cocoa Walmart: Monday, November 25, 2024, 10a-3p
  - Save the Date: City of Cocoa Economic Showcase and Business Market, January 15, 2025, 4-6:30pm, Cocoa Civic Center
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 70,173
    - Post engagement: 12,264
    - Followers: 16,557
  - Twitter
    - Followers: 3,607
  - LinkedIn
    - Post impressions: 762
    - Followers: 1,318
  - NextDoor
    - Impressions: 8,194
    - Members: 5,605
  - September e-newsletter (Sent 9/6/24)
    - Sent to 773 contacts
    - 52% open rate (average open rate for e-mail marketing in 2022 is 17%)

- October e-newsletter (Sent 10/4/24)
  - Sent to 778 contacts
  - 48% open rate (average open rate for e-mail marketing in 2022 is 17%)
- November e-newsletter (Sent 11/4/24)
  - Sent to 787 contacts
  - 48% open rate (average open rate for e-mail marketing in 2022 is 17%)
- Next printed FYI Newsletter mails January 1, 2025.

- Upcoming special events at Leisure Services facilities:
  - **HCVMS Concours Fall Car Show**
    - November 9, 2024, 10am-5pm
    - Riverfront Park
  - **Veg Fest Space Coast**
    - November 23, 2024, 10am-7pm
    - Riverfront Park
  - **HCVMS Shop Small Sip and Stroll**
    - November 30, 2024, 5-9pm
    - Myrt Tharpe Square Gazebo and Cocoa Village
  - **Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon**
    - December 1, 2024, 6am-1pm
    - Cocoa Village and Riverfront Park
  - **HCVMS Moonlight and Music on the Promenade**
    - December 6, 2024, 6-9pm
    - Riverfront Park
  - **HCVMS Holiday Art and Craft Bazaar**
    - December 7-8, 2024, 10am-4pm
    - Cocoa Village

Community Services – update 11/6/24

- **New businesses –October 1-31, 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Krispy Krunchy Chicken (New Owners)	934 DIXON BLVD, 32922	2	0	2	Chicken Restuarant New Owners -
5 Star Fadez Barber Shop (New Owner)	906 Dixon Blvd, 32922	3	0	2	Barber shop New Owner

Apec Foods LLC DBA-Tower Marathon	6 S Cocoa Blvd, 32922	4	0	1	Gas station & Convenience Sote w/ Liq Sales
Rare Essentials of Brevard Inc	419 Brevard Ave, 32922	0	0	1	Jewelry & Gift Shop sales
Debra Hooper Enterprises LLC	209 BREVARD AVE	2	2	1	Retail Gift Shop
Tienda Guatemalteca El Jutiapa Inc	1267 W King Street, 32922	2	0	1	Guatemala Retail Grocery Store
Empire Sports Performance, LLC.	967 N Cocoa Blvd, 32922	1	0	2	Sports Training Facility (New Location)
Renewpro Roofing LLC	310 Brunson Ave Unit 100, 32922	5	0	1	Roofing Company - No outdoor storage
Miracle Pain Relief , LLC	234 Willard St Ste C. 32922	1	0	1	Massage Therapy Holistic Nutritional therapy
Applied Technical Services, LLC	843 N. Cocoa Blvd Unit A,32922	1	0	2	Welding of Equipment Parts
Jay Meldi 2024, LLC	1907 SR Highway 524, 32926	0	0	3	Gas & convenience Store
Quiet Waters Wellness Center	234 Willard Street,Ste C 32922	1	0	1	Acupuncture Clinic
Joyful Wellness Foundation, Inc	234 Willard Street, Ste C 32922	0	0	1	Health & Wellness Center promoting alternative services
Elyse Delisle Art LLC, Desert Island Prints	415 Brevard Ave, 32922	1	0	1	Art Prints Sales & Classes for artwork
Eyedeal Photography LLC	313 Brevard Ave # 6	1	0	1	Photography Studio Appt Only

Icon Rocklear Florida, LLC	3051 Oxbow Circle# 101-32926	9	0	3	Automotive Detailing Services
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Bright Cleaning Team,LLC	605 S Fiske Blvd. 32922	1	0	1	Off Site Cleaning Services
Eileen Sofia 3847 Carpentry, Inc	2219 Spring Circle, 32922	4	0	3	Construction Framing Services
Brevard Air Conditioning Co.Corp	2958 Colchester Road, 32926	1	0	3	Air Conditioning Service & Installation

October 1-31 building inspections – 315

October 1-31 building permits issued – 146

Finance

- Finance processed hurricane payroll due to Hurricane Helene. This was not a disaster declared by FEMA, so the City will bear the full cost of Category B – Emergency Measures. It is anticipated that the only cost for the category will be payroll & food provided to those who reported from 8AM 9/26 to 8AM 9/27.
- The Finance Department has been notified that City's auditing firm of MSL, PA is merging with Forvis Mazars effective November 1, 2024. There no changes to the audit contract currently in place. Forvis Mazars is a leading global professional services network operating under a single brand with just two members: Forvis Mazars, LLP in the United States and Forvis Mazars Group SC, an internationally integrated partnership operating in over 100 countries and territories. Both members share a commitment to providing an unmatched client experience, delivering audit & assurance, tax, advisory and consulting services across the globe.
- Annual inventory of the warehouse and fuel was completed by 9/30/24.

Fire Department

- The FireBlast training trailer has been returned to Fire Station 1.
- Recruit Firefighters graduated from Fire School (EFSC) on May 29th,2024 and have been added to staffing as full-time employees.
- Multiple Public Relations events attended by crews.
- New Brush truck arrived August 2024 and is currently awaiting modifications at Fleet.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.

Information Technology

- Project updates/highlights
  - Upgraded Hardware procured for CH Hosts
  - UCP Operational for deployment
  - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
  - 151 open helpdesk tickets
  - 498 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 5359 tickets opened in last 365 days

Police Department Updated 10/07/24-11/8/24

- Activity/Event highlights
  - Sworn in Officer Romo and Zayas on 11/4/24
- New project/training updates
  - 3 officers graduated from SWAT school on 10/25
- Chief's walk highlights
  - District 4 near Beverly Rd 10/23
- Community engagement highlights/events
  - Attending Boys and Girls Club meeting on 10/23/24
  - Truck or Treat event on 10/27
  - Attended Melbourne PD ribbon cutting event for new police department on 11/01
  - Attended the K9 competition on 11/08

- Call stats-Crime Stats: January 1, 2024- November 7, 2024 (For comparison purposes January 1, 2023-November 7, 2023, data is also included)

  - Property Crimes Offenses have decreased by 5%.
  - Violent Crime Offenses decreased by 9%
  - Overall, crime offenses have decreased by 7%.

- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:
October 7, 2024- November 8, 2024

Active Cases	30
Complied Cases	10
Code Board Cases scheduled for	0
Snipe Signs Pulled	72

Highlights:

- Working on Outstanding Business Tax Receipts.
- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.
- Working on streamlining lien reduction process / allowing consistently for one board hearing for lien reductions.
- Working on amending cities noise ordinance
- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mention

- October Code Board hearing was canceled due to Hurricane Milton / scheduled cases will be heard at November hearing.
- Code staff assisted with Cities Damage assessment team after Hurricane Milton

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction
  - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
  - 123 received
  - 109 closed
  - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)

- FDOT
  - SR 524 PD&E Study (437983-1) – In Progress
  - SR 501 Safety Project (447085-1) – Under Construction
  - SR 528 Widening and Reconstruction (407402-3) – In Design
  - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
  - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
- Brightline/FEC
  - SCTPO wrapping up the Intermodal Station Feasibility Study.
  - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

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